

# City of Yakima



## Quote Documents & Specifications for Quote No. 21410

### Purchase and Removal of Surplus Kiosk for City Manager

#### Quote Documents

Invitation to Quote Form  
Non-Collusion Declaration  
Signature Sheet  
Personnel Inventory Form

#### Specifications

General Specifications  
Special Instructions  
Technical Specifications  
General Provisions

#### Attachments

A- Sample Contract  
B - Sample Certificate of Insurance  
C - Pictures

City of Yakima/Yakima County Purchasing Division  
129 North Second Street  
Yakima, Washington 98901  
(509) 575-6093

September 26, 2014

**INVITATION TO QUOTE -- NOT AN ORDER**

QUOTE NO. 21410

DATE September 26, 2014

CITY OF YAKIMA  
PURCHASING DIVISION  
129 NO. 2ND STREET  
YAKIMA, WASHINGTON 98901  
PHONE 575-6093

PLEASE QUOTE ON THIS FORM.  
RETURN MARKED "NO BID"  
IF YOU CANNOT QUOTE,  
AND REASON IN ORDER TO  
REMAIN ON VENDOR LIST.

VENDOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

QUOTATIONS WILL BE RECEIVED

UNTIL 2:00 p.m., October 10, 2014

**TO VENDOR:**

THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL QUOTATIONS AND TO ACCEPT ANY OR ALL ITEMS AT THE PRICE QUOTED. THE CITY INTENDS TO AWARD THIS CONTRACT WITHIN 60 CALENDAR DAYS.

ITEM NO.	DESCRIPTION	DOLLAR AMOUNT TO BE PAID TO THE CITY OF YAKIMA
The City of Yakima is requesting quotes for the purchase and removal of the surplus kiosk located on the corner of 56 <sup>th</sup> Avenue and Summitview. It is recommended that contractor inspect the property prior to submittal of a quote.		
Contractor understands and agrees that he/she will furnish and provide all the necessary material, machinery, tools, labor, services, permits/licenses and other implements associated with removal, and to do and perform all the work necessary to carry out removal. The sale of this kiosk is "as is where is".		
1	Lump sum quote for purchase and complete removal of kiosk	\$
	Tax @ 8.2%	\$
	Total	\$

**TO THE BUYER OF THE CITY OF YAKIMA:**

**DELIVERY:**

WE (I) WILL DELIVER COMPLETE THE ABOVE ARTICLES WITHIN \_\_\_\_\_ DAYS FROM RECEIPT OF EACH ORDER AT PRICES AND TERMS SPECIFIED UNLESS OTHERWISE NOTED.

## **NON-COLLUSION DECLARATION**

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
  
2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

**SIGNATURE SHEET**  
**Quote No. 21410**

The bidder is hereby advised that by signing this signature sheet he/she is deemed to have acknowledged all requirements contained herein.

PROMPT PAYMENT DISCOUNT TERMS OFFERED \_\_\_\_\_% net \_\_\_\_\_Days

**\*\*Receipt is hereby acknowledged of addendum(s) No. (s) \_\_\_\_\_, \_\_\_\_\_ & \_\_\_\_\_.**

**SIGNATURE OF AUTHORIZED OFFICIAL(S)**

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

**PROPOSAL MUST BE SIGNED** 

**CITY OF YAKIMA**  
**Quote No. 21410**  
**Purchase and Removal of Surplus Kiosk**

**I. General Specifications**

- A.** It is the intent of these specifications to describe the purchase and removal of the surplus kiosk in sufficient detail to secure quotes of comparable nature. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the bidder.
- B. Right to Reject/Accept:**  
The City of Yakima reserves the right to reject any or all quotes or accept any presented which meet or exceed these specifications, and which would be in the best interest of the City and will not necessarily be bound to accept the low quote.
- C. Additional Work:**  
Any additional work found necessary that is not specified in this Quote specification shall be listed on a separate sheet entitled "Additional Materials/Labor Required".
- D. Exceptions:**  
Specifications of the work quoted shall be equal to or better than the specifications stated herein and all exceptions to these specifications shall be so listed on a separate sheet headed "EXCEPTIONS TO THE SPECIFICATIONS". Any quote submitted without exceptions will be required to meet every detail of these specifications regardless of cost to the successful bidder.

**II. Special Instructions**

- A. Quote Due Date:**  
Quote shall be submitted to the Purchasing Office, Yakima City Hall, 129 North 2nd Street, Yakima, WA, 98901, by **2:00 p.m. on October 10, 2014** in a sealed envelope labeled Quote No. 21410 with the Quote due date and time written on the face of it.
- B. Guarantee Waiver:**  
All property is offered for sale "as-is, where-is." City of Yakima makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect, or consequential.
- C. Award of Contract:**  
The winning bidder will be offered the opportunity to enter into an agreement (ATTACHMENT A) with the City of Yakima to purchase and remove the property. **The Bidder shall review the attached agreement and propose any changes they desire to be made to the standard agreement on a separate**

sheet titled “**Proposed Changes to the Agreement**”. The City may accept or reject proposed changes.

**D. Permit and Licenses:**

It will be the winning bidder’s responsibility to procure and obtain any licenses or permits required to complete the project, including deconstruction, removal, transport and reassembly (if applicable) and including permits for asbestos removal if determined necessary.

All loads removed from City property must be covered according to City ordinance.

**III. Technical Specifications**

**A. Description:**

Removal may require partial deconstruction in order to transport the building. Deconstruct the building as required for transport and remove all debris and rubble from the site. Use such methods as required to complete the work within the limitations of governing regulations. Work includes removal off-site of the following:

1. Single story metal building. Building measures approximately 10’ x 10’. Bidder is responsible for verifying measurements.
2. Disconnect utilities; sewer needs to be capped off at 5 feet from the property line.

**B. Condition of Structure/Sale:**

1. The City assumes no responsibility for actual condition of structure to be removed.
2. The City makes no representation or warranty, express or implied that the building being offered for sale will conform to the building code or permit requirements of any local jurisdiction having control over the relocation of the building.
3. The bidder assumes all risk that the building can be moved over any contemplated route and that necessary permits for relocating the building can be obtained.

**C. Traffic/Safety:**

1. Conduct removal operations and the removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
2. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways, if required by governing regulations.
3. The contractor shall observe and obey all local and state laws, ordinances, regulations, and permits in relation to the obstruction of a street, keeping

passageways open and protecting pedestrians.

4. No part of the building may be left in an unsafe condition. If any danger is imminent, the contractor shall rope off or place barricades around the area.
5. Contractor is responsible for asbestos testing and abatement if necessary. Removal shall be done in accord with all applicable Federal, State and local rules/regulations. The City will assume no responsibility.

**D. Waste Material:**

All refuse and waste material must be collected and disposed of, in a legal manner, by the Contractor, at the contractors' expense. Contractor must immediately clean up any spilled material from streets roads, etc. Storage of debris on site is not allowed.

1. Clean adjacent walks and street of all dust, dirt and debris caused by removal. Return adjacent areas to conditions existing prior to the start of the work.

**E. Fill:**

1. Provide all fill necessary to bring the existing grades under the removed building to be level with the adjacent present grades. Fill to be compacted and left clean.
2. Material shall be clean, well-graded sand and gravel, free of organic matter, rubble, frost and all deleterious substance. Fill shall contain no rocks over 4" in the greatest dimension. Fill shall be placed evenly in uniform layers whose compacted depth shall not exceed twenty-four inches (24").

**CITY OF YAKIMA  
GENERAL PROVISIONS  
(A PART OF ALL CONTRACT DOCUMENTS)**

These General Provisions, the Specifications, the Invitation to Bid/Quote form and any attachments, constitutes the bid document, and will be considered as one document.

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**1. Laws and Regulations**

The contractor shall comply with all applicable laws and regulations pertaining to this contract. In addition, the contractor shall ensure that any subcontractor performing this contract shall comply with all applicable laws and regulations pertaining to this contract.

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**2. Acceptance**

The City reserves the right to reject any or all quotations, to waive any technicalities and informalities, and to accept or reject all or any part of this quotation at prices shown.

All bids/quotes must remain open for acceptance by the City for a period of at least 60 calendar days from the date of opening of the bids/quotes, unless otherwise stated.

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**3. Bid/Quote Submittals**

Bids and quotes shall be submitted on the attached forms only. Extra pages and literature may be added to this package; however, the package shall be returned intact as received.

All prices and notations must be typewritten or written in ink, with no erasures permitted. Mistakes may be crossed out and corrections written adjacent thereto, and must be initialed in ink by person signing quotation. Verify your quotations before submission, as they cannot be withdrawn or corrected after being opened.

If applicable, unit prices for all items, all extensions, and the total amount of bid or quote must be shown. In the instance of a discrepancy between the unit price and the total price, the unit price shall govern. Any pricing, configuration, or other errors discovered after bid/quote opening or quotation due date must remain and cannot be adjusted.

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**4. Change Orders**

Change Orders for material or services will be without effect unless issued and authorized in writing by the Purchasing Manager.

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**5. Quality Standards**

The brand names listed indicate the standard of quality required. Brands of equal quality, performance and use will be considered, provided the offeror specifies the brand, model and other data for comparison with their bid/quote. The City of Yakima will be the sole judge for approving other brands offered as equals to the brand specified. Bidders shall indicate if they are offering alternate brands in the space below each item and must provide descriptive specifications explaining the merits of the substitute item.

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**6. Delivery**

Time is of the essence and this order is subject to cancellation by the City of Yakima for Vendor's failure to deliver on time. For any exception to the delivery date specified in this order, Vendor shall give prior written notification and obtain written approval from the City. The acceptance by the City of later performance with or without objection or reservation shall neither waive the City's right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor. All quotations shall include delivery F.O.B. destination, freight pre-paid, unless otherwise stated in this "Bid Call" or "Invitation to Quote" at the designated address set forth in the proposal given to each bidder. When shipping addresses specify room identification, Vendor shall make such delivery thereto without additional charge. If the City grants specific authorization to ship goods F.O.B. Shipping Point, Vendor agrees to prepay all shipping charges, route the goods by cheapest common carrier, and bill the City as a separate item on the invoice for said charges. It is also agreed the City reserves the right, at its sole option, to refuse COD Shipments.

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**7. Identification**

The purchase order number shall appear on all invoices, packing lists, packages, shipping notices and other written documents relating to this order. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the content therein.

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**8. Payment**

Vendor is to submit properly completed invoice(s) and mail to: **City of Yakima, Accounts Payable, 129 No. 2<sup>nd</sup> St., Yakima, WA 98901.**

To insure prompt payment, each invoice should cite purchase order number, bid/quote number, description of item purchased, unit and total price, discount terms and include the vendor's name and return remittance address. Payment will be mailed within thirty (30) days of (a) the receipt and acceptance of the product or service and (b) a properly completed invoice.

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**9. Risk of Loss**

Regardless of the F.O.B. Point specified above, Vendor agrees to bear all risk of loss, injury, or destruction of goods ordered herein which occur prior to actual physical delivery to the City, and such loss, injury, or destruction shall not release Vendor from any obligation hereunder.

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**10. Force Majeure**

Vendor will not be responsible for delays in delivery due to acts of God, fire, Strikes, epidemics, war, riot, delay in transportation or railcar transport shortages, provided vendor notifies the Purchasing Manager immediately in writing of such pending or actual delay. Normally, in the event or any such delays (acts or God, etc.) the date of delivery will be extended for a period equal to the time lost due to the reason for delay.

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**11. Rejection**

All goods and any services purchased in this order are subject to approval by the City. Rejection of goods or services, resulting because of nonconformity to the terms, conditions, and specifications of this order, whether held by the City or returned, will be at Vendor's risk and expense.



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**12. Approximate Quantity**

The quantities listed are the City's current approximate requirements. The City of Yakima will neither be obligated by, nor restricted to, these quantities and may increase or decrease any item(s) ordered under this contract and pay according to the unit prices quoted in the Bid/Quote. If it is agreeable to both parties and prices have not changed and the same unit/materials are still available, additional units/materials may be ordered within 12 months of the signing of the original agreement.

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**13. Cooperative Purchasing**

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The City does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

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**14. Samples**

Samples of items, when required, must be furnished free of expense to the City, and if not destroyed by tests will, upon request, be returned at the bidder's expense.

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**15. Inspection**

Cost of inspection on deliveries or offers for delivery, which do not meet specifications, will be for the account of the vendor.

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**16. Hazardous Materials**

If this order covers goods, which include hazardous chemicals, Vendor shall, at the time of product delivery, provide the City with copies of Material Safety Data Sheets for such chemicals. These sheets shall be in the form then required by applicable law or regulation (See WAC 296-62-05413). This requirement shall be in addition to whatever other requirements are imposed by law or regulation.

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**17. Public Disclosure**

Proposals shall become the property of the City. All proposals shall be deemed a public record as defined in RCW 42.56 "Public Records." Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the Vendor, or is any way contrary to state public disclosure laws or this RFP will be declared non responsive and removed from consideration. Any information in the proposal that the successful Vendor desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated as described in Section Proprietary Information. The particular exception from disclosure upon which the Vendor is making the claim and the RFP page it is found on must be identified. RFP's will not be disclosed prior to release to potential respondents. With the exception of lists of prospective Vendors, the City will not disclose RFP records until execution of the contract(s). At that time, all information about the competitive procurement will be available with the exception of: Proprietary/confidential portion(s) of the successful proposal(s), until the Vendor has an adequate opportunity to seek a court order preventing disclosure. The City will consider a Vendor's request for exemption from disclosure; however, the City will make a decision predicated upon RCW 42.56.

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**18. Warranties**

Vendor warrants that all goods and services furnished under this order 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.

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**19. Re-Award**

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

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**20. Errors and Omissions**

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

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**21. Late Receipt of Bid/Quote Documents**

Bids and/or quotations and modifications received after the exact hour and date specified for receipt of bids and/or quotations will not be considered (i.e. if bid was due by 2:00 PM, any bids received after 2:00:00 PM will be rejected).

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**22. Licenses**

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

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.

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**23. Delivery of Unapproved Substitutions**

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

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**24. "No Bids"**

Vendors who are unable to or do not wish to submit a bid and are encouraged to respond by notating their bid "NO BID" on page one of the "BID CALL" and mailing it to the City of Yakima Clerk's Office, 129 North 2nd Street, Yakima, Washington, 98901, with the Bid/Quote due date

and time written on the face of the envelope. It is the City's practice that if no response to a bid is received by a vendor after two consecutive mailings, the vendor will be deleted from our vendor's mailing list for that type of commodity item.

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**25. Non-Collusion**

The Bidder represents, by the submission of the Proposal, that the prices in this bid/quote are neither directly nor indirectly the result of any formal or informal agreement with another bidder.

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**26. Evaluation of Bid/Quote**

In the evaluation of otherwise responsible bids/quotes, the Bidder's experience, delivery time and responsibility in performing other contracts will be considered. In addition to price, the following may be considered:

- I. The ability, capacity and skill of the bidder to perform the contract and provide the services required.
- II. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- III. The character, integrity, reputation, judgement, experience and efficiency of the bidder.
- IV. The quality of performance of previous contracts or service.
- V. The previous and existing compliance by the bidder with laws and ordinances relating to contracts or services.
- VI. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- VII. The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- VIII. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

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**27. Taxes**

The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The City is exempt from Federal Excise Tax. Where applicable, the City shall furnish a Federal Excise Tax Exemption certificate.

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**28. Non-Discrimination**

During the performance of this Agreement, Contractor shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of race, color, sex, religion, national origin, creed, age, 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 Agreement.

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**29. The Americans With Disabilities Act.**

With regard to the services to be performed pursuant to this Agreement, 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.

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

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**31. Termination - Convenience**

This contract may be terminated by either party by giving thirty (30) days written notice of such intent and will become effective thirty (30) days from the date such written notice is delivered to the applicable party to the contract.

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**32. Termination - Cause**

The City reserves the right to terminate this contract at any time, upon written notice, in the event that the services of the Contractor are deemed by the City to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in this agreement. In addition to the foregoing right of termination, the City may terminate this contract, with or without cause, upon thirty (30) days written notice to Contractor.

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**33. Delay of an Award**

If, after bid/quote opening, administration problems threaten to delay award beyond the bidder's acceptance period, bidders shall be requested to extend the bid/quote acceptance period. This request must be made and confirmed in writing prior to the expiration date of their bids/quotes (with consent of sureties, if any) to avoid the need to re-advertise.

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**34. Venue**

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of the Agreement, the venue of such action of litigation shall be in the Courts of the State of Washington in and for the City of Yakima. This Agreement shall be governed by the laws of the State of Washington.

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**35. Defense and Indemnity Agreement**

The vendor agrees to defend, indemnify and save harmless the City, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgements, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account to damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Vendor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, The City, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the City, its appointed or elected officials or employees. It is further provided that no liability shall attach to the City by reason of entering into this contract, except as expressly provided herein.

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**36. Permits**

The vendor shall procure and pay for all permits and licenses necessary for the completion of the Contract, including those permits required by the City of Yakima. In the event a necessary permit is not obtained, the Vendor will not be permitted to work on items subject to said permit and any delays caused thereby will not be subject to extra compensation or extension.

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**37. Severability**

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

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**38. Waiver**

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

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**39. Entire Agreement**

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understanding between the parties.

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**40. 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's Purchasing Manager at 129 No. 2<sup>nd</sup> St., Yakima, WA 98901, faxed to 509-576-6394 or emailed to [sue.ownby@yakimawa.gov](mailto: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 before award** shall be filed five (5) days before the solicitation due date, and **protests after the award** shall be filed five (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 protestor. All available facts will be considered and the City Purchasing Manager shall issue a decision. This decision shall be delivered in writing to the protesting vendor.

**Step II** If unresolved, within three (3) business days after receipt, 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, the protest may be appealed to the City Manager (or his designee). The City Manager shall make a determination in writing to the vendor.

**Grounds for Protest**

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination, conflict of interest;
- Solicitation unduly constrains competition or contains inadequate or improper criteria;
- Errors in computing score;
- Non-compliance with procedures described in the solicitation or City Policy.

**Protest Determination**

Each review and determination of the protest shall issue a decision that either:

- Finds the protest lacking in merit and upholds the award; or
- Finds only technical or harmless errors in the acquisition process and determines the City to be in substantial compliance and therefore reject the protest; or
- Finds merit in the protest and provides options for correction, including, but not limited to, correcting the errors and re-evaluating the bids, reissuing the bid to begin a new process, or entering in to a contract that remedies the protest finding; or
- Makes other findings and determines other courses of action as appropriate.

**Timeframe**

Only protests and complaints received within the required timeframe for protest action are accepted for consideration.

**Award Announcement**

Purchasing shall announce the successful bidder via City Website, e-mail, fax, regular mail, or by any other appropriate means. Once the announcement 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. Though every effort will be made by Purchasing to distribute the announcement to the interested vendors, Purchasing is not responsible to assure that vendors receive the announcement. It is the responsibility of the vendors to obtain the announcement from 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 City 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 City.

If the award is made, the file must be documented to explain the basis for the award. Written notice of the decision to proceed shall be sent to the protestor and others who may be concerned.

The City retains the right to enter into any contract and nothing herein shall be construed to limit that authority in any manner.

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**41. Qualified Bids**

The General Terms and Conditions and Supplemental Terms and Conditions included in this bid document will govern the performance of the work. No other terms and conditions will be accepted. Bids that are conditioned in any way, or Bids that take exception in any way to the City of Yakima's General and Supplemental Terms and Conditions, may result in the Bid being considered non-responsive.

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**42. Proprietary Material Submitted**

Any information contained in the bid/RFP submitted that is proprietary must be clearly designated. Marking the entire bid as proprietary will be neither accepted nor honored. If a request is made to view a vendor's bid, the City of Yakima will comply according to the Open Public Records Act, Chapter 42.17 RCW. If any information is marked as proprietary in the proposal, such information will not be made available until the affected vendor has been given an opportunity to seek a court injunction against the requested disclosure.

# Personnel Inventory Form

## \* To Accompany Bid Proposal \*

Firm Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Type of Service Provided: \_\_\_\_\_

Are you a certified DBE or WMBE?: YES\_\_\_ NO\_\_\_. If yes, what is your certification number?

# \_\_\_\_\_

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

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

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

<b>For City of Yakima Use Only:</b>	
Contract No.	_____
Project No.	_____
Resolution No.	_____
RFQP No.	_____

## Attachment - A - Sample Contract

### Purchase and Removal of Surplus Building Located at \_\_\_\_\_, Yakima, WA

THIS AGREEMENT, made and entered into in triplicate, this \_\_ day of \_\_, 2014, by and between the City of Yakima, hereinafter called the Owner, and \_\_\_\_\_, a **Washington Corporation**, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials, labor and equipment for the amount of \$\_\_\_\_\_ payable to the City of Yakima, all in accordance with the specifications herein, any applicable Standard(s), which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this contract and every part thereof. The Contractor shall obtain all required inspections and permits, including but not limited to asbestos inspection and demolition and plumbing permits, and shall obtain the necessary approval by the Clean Air Authority.

The work shall be completed by \_\_\_\_\_.

The Contractor shall provide and bear the expense of all equipment; work and labor of any sort whatsoever that may be required for the transfer of materials and completing the work provided for in this contract and every part thereof, except such as are mentioned in the specifications herein to be furnished by the City of Yakima.

II. The City of Yakima agrees to hire the Contractor to provide the materials and to do and cause to be done the work identified and specified within the Contract Documents and to complete and finish the same according to the attached specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

#### III. Nondiscrimination:

During the performance of this Agreement, Contractor shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of race, color, sex, religion, national origin, creed, age, 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 Agreement.

#### IV. Indemnity/Contractor's Liability Insurance:

(A) The Contractor agrees to indemnify and save harmless the City of Yakima, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, resulting from or occurring in connection with the performance of any service hereunder.

(B) The Contractor shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.

(C) **Contractors Liability Insurance:** The Contractor, and/or Subcontractor on Contractor's behalf, shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage

with insurance carriers admitted to do business in the State of Washington. The insurance companies must carry a Best's Rating of A- VII or better. At all times during the life of this contract, Contractor agrees to maintain, on a primary and non-contributory basis and at its sole expense, the insurance coverages, limits, and endorsements noted below. All such insurance shall not be subject to any deductible or self-insured retention (SIR). There shall be no cancellation, material change, reduction in limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s) to the City Yakima. The requirements contained herein, as well as the City of Yakima'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:

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

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

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

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

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

If at any time during the life of the contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.

The Contractor shall also maintain workers compensation through the State of Washington if required.

(D) Contractor's Waiver of Employer's Immunity under Title 51 RCW. Contractor intends that its indemnification, defense, and hold harmless obligations set forth above shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, to the extent necessary to fully satisfy the Contractor's indemnification, defense, and hold harmless obligations set forth above, Contractor specifically waives any immunity granted under Title 51 RCW, and specifically assumes all potential liability for actions brought by employees of the Contractor against the City and its officers, employees, agents, and volunteers. The parties have mutually negotiated this waiver. Contractor shall similarly require that its subcontractors, and anyone directly or indirectly employed or hired by Contractor, and anyone for whose acts Contractor may be liable in connection with its performance of this Agreement to comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought by their respective employees. The provisions of this section shall survive the expiration or termination of this Agreement.

(E) Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

V. The Contractor for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

VI. It is further provided that no liability shall attach to the City of Yakima by reason of entering into this contract, except as expressly provided herein.

VII. **This Agreement, Quote specifications 21410 Sale and Removal of Surplus Kiosk, and the Contractor's proposal, (to the extent consistent with City of Yakima's documents) constitute the Contract Documents are complementary hereto and incorporated herein by this reference.** Specific federal and State laws and the terms of this Agreement, in that order respectively, supersede other inconsistent provisions. These Contract Documents are on file in the Office of the Purchasing Manager, 129 No. 2<sup>nd</sup> St., Yakima, Washington, 98901, and are hereby incorporated by reference into this Agreement.

VIII. This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understanding between the parties.

IX. The Contractor shall not assign, transfer, or subcontract any portion of the award, unless indicated herein.

X. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

XI. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

XII. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of the Agreement, the venue of such action of litigation shall be in the Courts of the State of Washington in and for the City of Yakima. This Agreement shall be governed by the laws of the State of Washington.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed the day and year first herein above written.

Countersigned: **CITY OF YAKIMA**

**CONTRACTOR**

this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Tony O'Rourke, City Manager

Its: \_\_\_\_\_  
(President, Owner, etc.)

Attest:

\_\_\_\_\_  
Sonya Claar Tee, City Clerk

Address: \_\_\_\_\_  
\_\_\_\_\_





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COMMERCIAL GENERAL LIABILITY

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

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

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

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

2. Exclusions

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## Attachment - C - Pictures





