

**City of Yakima/Yakima County
NOTICE TO BIDDERS No. 11523**

Notice is hereby given by the undersigned that sealed Bids will be accepted in the office of the Yakima City Clerk, Yakima City Hall, 129 N. 2nd Street, Yakima, Washington 98901 until the hour of **2:00:00 PM, Thursday, July 30th, 2015**. At such time, Bids will be opened and publicly read for:

**Aluminum Sign Blanks
For City of Yakima Traffic Division and Yakima County Public Services Road
Maintenance Operations**

Above per specifications, or approved and acceptable equal. Bid Packets are available online at www.yakimawa.gov/services/purchasing or in the office of the Purchasing Manager, Yakima City Hall, 129 North 2nd St., Yakima, WA 509-575-6093.

The City of Yakima reserves the right to reject any and all BIDs. The City of Yakima hereby notifies all Bidders that it will affirmatively ensure that it will not discriminate on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et set.)

Dated this 15th day of July, 2015.

Colleen Bailey, CPPO, CPPB
Buyer II

Publish on July 15th and July 16th, 2015

YHR acct. 14026



YAKIMA COUNTY/CITY OF YAKIMA **INVITATION TO BID # 11523**
COVER SHEET

THIS IS NOT AN ORDER



BID Release Date: July 15, 2015

Bid Receipt: Bid envelope must be sealed and plainly marked with due date, time, and Bid Number **11523**, and the words "DO NOT OPEN" and delivered to the address listed below. **Late Bids will be rejected.** Bids MUST be date and time stamped on or before the date and time listed below that the Bid is due. Bid openings are public. Bids shall be firm for acceptance for ninety (90) days from date of Bid opening, unless otherwise noted. **Deliver to:**

City of Yakima Clerk's Office
129 North Second Street
Yakima, WA 98901

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

Bids Must be in the office no later than

July 30, 2015 at 2:00:00 PM PST

Public Opening ☒

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

Purchasing For:

Yakima County /City of Yakima
PS Road Maint/COY Traffic Division
Yakima, WA 98901

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

Aluminum Sign Blanks to be used by City and County.

Enter Prompt Payment Discount: _____% net _____days

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

Delivery Details: FOB Destination, Inside Delivery required

☐ I hereby acknowledge receiving **addendum(a)** _____, _____, _____, _____, _____, (use as many spaces as addenda received)

In signing this Bid we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Bid; that this Bid has been independently arrived at without collusion with any other Bidder, competitor or potential competitor; that this Bid has not been knowingly disclosed prior to the opening of Bids to any other Bidder or competitor; that the above statement is accurate under penalty of perjury.

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

We will comply with all terms, conditions and specifications required by the City of Yakima/Yakima County in this Invitation to Bid and all terms of our Bid.

Company Name		Company Address	
Name of Authorized Company Representative (Type or Print)		Title	Phone ()
			Fax ()
Signature of Above	Date	Email Address	

I. Contents

I.	Contents	3
II.	GENERAL INFORMATION	5
1.	Purpose:	5
2.	Contracting Agency and Point of Contact:	5
3.	New and Unused:	5
4.	Best Modern Practices:	5
5.	Equal/Approved Equal:	5
6.	Exceptions:	5
7.	More or Less:	6
8.	Delivery:	6
9.	Delivery Acceptance:	6
10.	Delivery of Unapproved Substitutions	6
11.	Contract Term:	6
12.	Pricing and Discount	6
13.	Price Increases:	7
14.	Price Decreases:	8
15.	Expansion Clause:	8
16.	Warranty:	8
17.	Regulations and Codes:	8
18.	Prompt Payment:	8
19.	Payments:	8
20.	Payment Method – Credit Card Acceptance:	8
21.	Acceptance of Terms:	9
22.	Sales Tax:	9
23.	Tax Revenues:	9
24.	Clarifications and/or Revisions to Specification and Requirements:	9
25.	Incurring Costs:	9
26.	No Obligation to Contract:	9
27.	Retention of Rights:	9
28.	Points Not Addressed:	10
29.	Force Majeure	10
30.	Other City/County Departments/Like Items Added	10
31.	Materials Bought from Different Supplier:	10
32.	Termination - Convenience:	10
33.	Termination - Cause:	10

34.	Re-Award	11
35.	Errors and Omissions	11
36.	Changes:	11
37.	Deviations:	11
38.	Assignment.	11
39.	Venue	11
III.	PREPARING AND SUBMITTING A BID	11
1.	General Instructions:	11
2.	Submitting a Bid:	11
3.	Multiple Bids:	12
4.	Withdrawal of Bids:	12
IV.	EVALUATION AND CONTRACT AWARD	12
1.	Preliminary Evaluation:.....	12
2.	Bid Evaluation:.....	12
3.	Offer in Effect for Ninety (90) Days:.....	12
4.	Protest Procedure:	12
V.	SAMPLE CONTRACT	14

Invitation to Bid # 11523

Aluminum Sign Blanks

II. GENERAL INFORMATION

1. Purpose:

It is the intent and purpose of these specifications to describe aluminum sign blanks in sufficient detail to secure bids on comparable units, and material. All materials, which are necessary in order to provide a complete unit, ready for operation, shall be included in the bid and shall conform in strength, quality of workmanship and material to that which is usually provided the trade in general. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the bidder.

2. Contracting Agency and Point of Contact:

This BID is issued by the City of Yakima/Yakima County Purchasing Division, which has served both the City and County Purchasing functions since 2009. The person responsible for managing this BID process from beginning to end is the Buyer listed on page 2 of this solicitation. From the date of release of this BID until a Contract is issued, all contacts (pertaining to this solicitation) with Owner's employees, and other personnel performing official business for the Owner regarding this BID shall be made through the Buyer listed on page 2. Contact with other Owner personnel regarding this BID is not permitted during the procurement process and violation of these conditions may be considered sufficient cause for rejection of a Bid and disqualification of the Bidder.

3. New and Unused:

All units, ~~equipment~~, parts and material shall be new and unused. All materials shall have physical and chemical properties to withstand the intended purpose.

4. Best Modern Practices:

All work, including design, shall be performed and completed in accordance with the best modern practices, further, no detail necessary for safe and regular operation shall be omitted, although specific mention thereof may not be made in these specifications.

5. Equal/Approved Equal:

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

6. Exceptions:

Specifications of the equipment bid shall be equal to or better than the specifications stated herein and all exceptions to these specifications shall be so listed on a separate sheet headed "EXCEPTIONS TO THE SPECIFICATIONS". Any Bid submitted without exceptions will be required to meet every detail of these specifications regardless of cost to the successful bidder.

Where "NO EXCEPTIONS" are shown, none will be allowed. No exceptions will be considered that may tend to devalue the equipment or give an individual bidder who is offering a lesser item a distinct advantage.

7. More or Less:

Quantities are estimated only and shall be bid on a MORE OR LESS basis. For the purpose of comparison, bids shall be made in the quantities listed in this specification. Listed quantities shall not be considered firm estimates of requirements for the year, nor shall the City/County be bound or limited to quantities listed. Payment will be made only for quantities actually ordered, delivered, and accepted, whether greater or less than the stated amounts.

8. Delivery:

Each bidder is required to list on the proposal and/or Bid form the number of calendar days he/she expects delivery to be made at the destination, in terms of time interval, following placement of order. Time of delivery is important and will be considered in the evaluation of the Bids. Failure to include a specific number of calendar days may be sufficient grounds for rejection of Bid.

9. Delivery Acceptance:

Delivery will be accepted by the:

City of Yakima, FOB Traffic Signs, 2301 Fruitvale Boulevard, Yakima, Washington, 98902, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, ready for regular and safe operation.

Yakima County, FOB Road Maintenance Operations, 1216 S 18th St, Yakima, Washington, 98901, between the hours of 7:00 a.m. – 2:30 p.m. Monday through Friday, ready for regular and safe operation.

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

11. Contract Term:

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

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

12. Pricing and Discount

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

- A. Unit prices shown on the Bid or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the bid form. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the Bid evaluation and contract administration.

- B. Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for twelve (12) months from the date of award. Any increase proposed shall be submitted to the Buyer listed on page 2, thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the Vendor which are demonstrated to be industry-wide. The conditions under which price increases may be granted shall be expressed in Bid documents and contracts or agreements.

13. Price Increases:

Pricing shall be prepared with the following terms. The Purchasing Manager may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of bid or other circumstances beyond the control of both parties, as determined in the opinion of the Purchasing Manager. Prices shall remain firm for the first twelve month period of the contract.

Requests for Rate Increases must be delivered to the Buyer listed on Page 2, in accordance with the rules below. No other employee may accept a rate increase request on behalf of the City/County. Any invoice that is sent to the City/County with pricing above that specified by the City/County in writing within this Contract or specified within an official written change issued by Purchasing to this contract, shall be invalid. Payment of an erroneous invoice does not constitute acceptance of the erroneous pricing, and the City/County would seek reimbursement of the overpayment or would withhold such overpayment from future invoices.

- A. **Discount from Manufacturer List Pricing:** For all contract items that are priced as a discount below Manufacturer List prices, there shall be no changes to the discount rate throughout the life of the contract. As manufacturer list prices change, the net price to the City/County will automatically change in the same percentage as the discount rate to the City/County.
- B. **Fixed Product Pricing:** For product and supply contracts that provide on-going, multiple year supply. Original pricing shall be fixed and firm for the first year of the contract. Price requests are at the discretion of the Purchasing Manager; and must also be:
- The direct result of increases at the manufacturer's level (or if Bidder is a supplier of a raw material delivered directly to the City/County such as brass, the increase must be verified at the supplier level).
 - Incurred after contract commencement date.
 - Not produce a higher profit margin than that on the original contract.
 - Clearly identify the items impacted by the increase.
 - Be filed with Purchasing Manager a minimum of thirty (30) calendar days before the effective date of proposed increase.
 - Be accompanied by detailed documentation acceptable to the Purchasing Manager sufficient to warrant the increase.
 - Should not deviate from the original contract pricing scheme/methodology.
 - The United States published indices such as the Producer Price Index or other government data may be referenced to help substantiate the Vendor's documentation. A link to the PPI Commodity Data is available at <http://data.bls.gov/PDQ/outside.jsp?survey=wp>.
 - The adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment.

14. Price Decreases:

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

15. Expansion Clause:

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

16. Warranty:

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

17. Regulations and Codes:

To the extent applicable, all equipment or materials shall comply with Washington State Department of Transportation Standards, Federal regulations, OSHA and WISHA requirements, to include EPA standards and City/County safety codes.

18. Prompt Payment:

Bidders are encouraged to offer a discount for prompt payment of invoice. Please indicate your discount proposal on page 2 of this document. If awarded by the City/County, period of entitlement begins only after:

- ◆ Receipt of a properly completed invoice
- ◆ Receipt of all supplies, equipment or services ordered
- ◆ Satisfactory completion of all contractual requirements

19. Payments:

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

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

OR

Yakima County, Road Maintenance, 1216 S 18th St, Yakima, WA 98901.

Address defined at time of order.

To insure prompt payment each invoice should cite purchase order number, bid number, description of item purchased, unit and total price, discount terms and include the Vendor's name and return remittance address. Payment will be mailed within thirty (30) days of (a) the receipt and acceptance of the ~~equipment~~ materials, (b) properly completed invoice, and (c) all papers required to be delivered with ~~equipment~~ materials.

20. Payment Method – Credit Card Acceptance:

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

21. Acceptance of Terms:

Acceptance of a City/County Purchase Order (PO) for any units affiliated with this purchase constitutes acceptance of, and agreement with, all of the general and specific requirements and stipulations listed in this boiler plate, and in the attached equipment specification(s); including all penalties mentioned.

22. Sales Tax:

The City of Yakima's Sales Tax rate is currently 8.2%. However, the amount of sales tax will not be considered in determining which bid is the lowest and best bid.

OR

Yakima County's Sales Tax rate is currently 7.9%. However they amount of sales tax will not be considered in determining which bid is the lowest and best bid.

23. Tax Revenues:

RCW 39.34.040 allows the City/County to consider the tax revenue that is generated by a purchase of supplies, materials, and equipment, including those from a local sales tax or from a gross receipts business and occupation tax, it determining which bid in the lowest bid, after the tax revenue has been considered.

24. Clarifications and/or Revisions to Specification and Requirements:

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

Any questions, exceptions, or additions concerning the subject matter of the BID document(s) shall not be considered unless submitted via e-mail (no phone calls) to the Buyer listed on page 2, a minimum of five (5) days prior to the submittal due date.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this BID, supplements or revisions will be provided to all known Bidders in the form of an Addendum. All Addenda are posted on www.yakimawa.gov/services/purchasing and sent directly to interested parties who have registered (per instructions on website) for updates to this BID.

If any requirements of the BID are unacceptable to any prospective Bidder, they may choose not to submit a Bid.

25. Incurring Costs:

The Owner is not liable for any cost incurred by a Bidder in the process of responding to this BID, including but not limited to the cost of preparing and submitting a response, in the conduct of a presentation, in facilitating site visits or any other activities related to responding to this BID.

26. No Obligation to Contract:

This BID does not obligate the Owner to contract for service(s), or product(s) specified herein. Owner reserves the right to cancel or reissue this BID in whole or in part, for any reason prior to the issuance of a Notice of Intent to Award. The Owner does not guarantee to purchase any specific quantity or dollar amount. Bids that stipulate that the Owner shall guarantee a specific quantity or dollar amount will be disqualified (e.g. "all-or-none").

27. Retention of Rights:

The Owner retains the right to accept or reject any or all Bids or accept any presented which meet or exceeds these specifications, and which would be in the best interest of the City/County and will not necessarily be bound to accept the low bid.

All Bids become the property of Owner upon receipt. All rights, title and interest in all materials and ideas prepared by the Bidder for the Bid to Owner shall be the exclusive property of Owner and may be used by the Owner at its option.

28. Points Not Addressed:

Bidders are encouraged to list any points not addressed in these specifications that they feel improve or enhance the operation of their units.

29. Force Majeure

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

30. Other City/County Departments/Like Items Added

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

31. Materials Bought from Different Supplier:

Should the contracted vendor be unable to or refuse to supply materials, on any given day, against this predetermined delivery schedule to which the supplier has agreed and the City/County is forced to do the work with materials bought from a different supplier, the difference in the Bid price of the materials and that paid the new supplier, in order to do the work, shall be charged to and paid for by the contracted vendor holding the Bid award for these products.

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

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

Provided the Buyer listed on Page 2 is notified in writing by the contracted vendor of such pending or actual delay. In the event of any delay, the date of delivery shall be extended for a period equal to the time lost due to the reason for the delay.

32. 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.

33. Termination - Cause:

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

34. Re-Award

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

35. Errors and Omissions

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

36. Changes:

Any proposed change in this contract shall be submitted in writing to the Buyer listed on Page 2 for prior approval. If approved, she will make the change by a contract modification that will become effective upon execution by the parties hereto. Any oral statement or representation changing any of these terms or conditions is specifically unauthorized and is not valid.

37. Deviations:

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

38. Assignment.

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

39. Venue

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

III. PREPARING AND SUBMITTING A BID

1. General Instructions:

The evaluation and selection of a Bidder will be based on the information submitted in the Bid and will be awarded to the lowest responsive and responsible bidder. Failure to respond to each of the requirements in the BID may be the basis for rejecting a Bid.

2. Submitting a Bid:

Bidders shall submit one original (so marked). Bids are not considered to be confidential per Washington State Public Disclosure Act (RCW 42.56 et seq.) All sections of the response shall be made available to the public immediately after contract opening.

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

All Bids shall list the information on the outside of the package as specified on Page 2 of this BID.

3. Multiple Bids:

Multiple Bids from a Bidder will be permissible; however, each Bid must conform fully to the requirements for Bid submission. Each such Bid must be submitted separately and labeled as Bid #1, Bid #2, etc. on the outside of the envelope and on the first page of their response.

4. Withdrawal of Bids:

After Bid opening, Bids shall be irrevocable until contract award unless the Bid is withdrawn. Bidders may withdraw or supplement a Bid in writing at any time up to the Bid closing date and time if received by the Buyer listed on Page 2 of this document. To accomplish this, the written request must be signed by an authorized representative of the Bidder and submitted to the Buyer. If a previously submitted Bid is withdrawn before the Bid due date and time, the Bidder may submit another Bid at any time up to the Bid closing date and time.

IV. EVALUATION AND CONTRACT AWARD

1. Preliminary Evaluation:

All Bids shall be evaluated against the same standards. The Bids will first be reviewed to determine if they contain the required forms, follow the submittal instructions and meet all mandatory requirements.

2. Bid Evaluation:

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

3. Offer in Effect for Ninety (90) Days:

A Bid may not be modified, withdrawn or canceled by the Bidder for a ninety (90) day period following the deadline for Bid due date, or receipt of best and final offer, if required, and Bidder so agrees by submittal of a bid.

4. Protest Procedure:

Any protest must be made in writing, signed by the protestor, and state that the Bidder is submitting a formal protest. The protest shall be filed with the City of Yakima/Yakima County's Purchasing Manager at 129 No. 2nd St., Yakima, WA 98901, or by fax: 509-576-6394 or email to: sue.ownby@yakimawa.gov. The protest shall clearly state the specific factual and legal ground(s) for the protest, and a description of the relief or corrective action being requested. Protests based on specifications/scope of work, or other terms in the BID shall be filed five (5) calendar days before the solicitations due date, and protests based on award or after the award shall be filed five calendar (5) days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the Bidder:

Step I. Purchasing Manager and Division Manager of solicitation try resolving matter with protestor. All available facts will be considered and the Purchasing Manager shall issue a written decision.

Step II. If unresolved, within three (3) business days after receipt of written dissatisfaction, the protest may be appealed to the Department Head by the Purchasing Manager.

Step III. If still unresolved, within three (3) business days after receipt of written dissatisfaction, the protest may be appealed to the Executive (or his designee). The Executive shall make a final determination in writing to the Protester.

Award Announcement

Purchasing shall announce the successful Bidder via Website, e-mail, fax, regular mail, or by any other appropriate means. Once the Award is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the bidder received the information, but rather when the announcement is issued by Purchasing.

Award Regardless of Protest

When a written protest against making an award is received, the award shall not be made until the matter is resolved, unless the Owner determines that one of the following applies:

The supplies or services to be contracted for are urgently required;
Delivery or performance will be unduly delayed by failure to make award promptly;
A prompt award will otherwise be advantageous to the Owner.

If the award is made, regardless of a protest, the award must be documented in the file, explaining the basis for the award. Written notice of the decision to proceed shall be sent to the protester and others who may be concerned.

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

V. SAMPLE CONTRACT

AGREEMENT
YAKIMA COUNTY
BID 11523
Aluminum Sign Blanks

THIS AGREEMENT, entered into this ____ day of _____, 2015, between the Yakima County ("County"), and _____, ("Vendor").

WITNESSETH: The parties, in consideration of the terms and conditions herein, do hereby covenant and agree as follows:

1. Compensation:

The County promises and agrees to employ, and does employ, the Vendor to cause to be done the product provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms & conditions contained herein. The County agrees to pay the Vendor according to the payment schedule as listed in the Vendor's attached Bid submittal.

2. Scope of Work:

The Vendor shall perform the service according to the procedure outlined in the specifications of the Bid, attached hereto & incorporated herein.

3. Term:

The period of this contract shall be for a period of one year from its effective date. The County may, at its option, extend the contract on a year to year basis for up to four additional years provided, however, that either party may at any time during the life of this contract, or any extension thereof, terminate this contract by giving thirty (30) day 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 County 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 proposal. If Vendor wishes to revise any prices prior to the renewal of the Contract Vendor must advise the County in writing of the requested revisions no less than sixty (60) days before the end of the current Contract term.

4. Changes:

Any proposed change in this contract shall be submitted to the Buyer listed on Page 2 of the Bid document for their prior approval and they will make the change by a contract modification. Any oral statement or representation changing any of these terms or conditions is specifically unauthorized and is not valid.

5. Agency Relationship between County and Vendor:

Vendor shall, at all times, be an independent Vendor and not an agent or representative of County with regard to performance of the Products. Vendor shall not represent that it is, or hold itself out as, an agent or representative of County. In no event shall Vendor be authorized to enter into any agreement or undertaking for, or on, behalf of County.

6. Successors and Assigns:

Neither the County, nor the Vendor, shall assign, transfer, or encumber any rights, duties, or interests accruing from this Contract without the written consent of the other.

7. Property Rights:

All records or papers of any sort relating to the County and to the project will at all times be the property of the County and shall be surrendered to the County upon demand. All information concerning the County and said product, which is not otherwise a matter of public record or required by law to be made public, is confidential, and the Vendor will not, in whole or part, now or at any time disclose that information without the express written consent of the County.

8. Work Made for Hire:

All work the Vendor performs under this agreement shall be considered work made for hire, and shall be the property of the County. The County shall own any and all data, documents, plans, copyrights, specifications, working papers, and any other materials the Vendor produces in connection with this agreement. On completion or termination of the agreement, the Vendor shall deliver these materials to the project manager.

9. Compliance with Law:

Vendor agrees to provide all products under and pursuant to this Agreement in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise. Vendor shall have all applicable and necessary permits, licenses and approvals of any federal, state, and local government or governmental authority.

10. Nondiscrimination:

During the performance of this contract, the Vendor agrees as follows:

The Vendor shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, pregnancy, veteran's 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 seq.).

In the event of the Vendor's noncompliance with the non-discrimination clause of this contract or with any such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for any future County contracts.

11. 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.

12. Indemnification and Hold Harmless:

Vendor agrees to protect, defend, indemnify and hold harmless the County, its elected officials, officers, employees, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses including reasonable costs and attorney fees) resulting from death or bodily injury to any person or damage or destruction to a third party or third parties to the extent caused by any negligent act and/or omission of _____, its officers, employees, agents, volunteers and/or subcontractors, arising out of the performance of this Contract.

If the negligence or willful misconduct of both _____ and the County (or a person identified above for whom each is liable) is a cause of such third party claim, the loss, cost, or expense shall be shared between _____ and the County in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity will apply for such proportion.

Nothing contained in this Section or this Contract shall be construed to create a liability or a right of indemnification in any third party.

13. Contract Documents:

This Agreement, the Request for Proposals, Scope of Work, conditions, addenda, and modifications and the Vendor's proposal (to the extent consistent with Yakima County documents) constitute the Contract Documents and are complementary. 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. 2nd St., Yakima, WA, 98901, and are hereby incorporated by reference into this Agreement.

14. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

15. Venue:

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

16. Authority:

The person executing this Agreement, on behalf of Vendor, represents and warrants that he/she has been fully authorized by Vendor to execute this Agreement on its behalf and to legally bind Vendor to all the terms, performances and provisions of this Agreement.

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

(Agreement name & number)

DONE this ____ day of _____ 2015

BOARD OF YAKIMA COUNTY COMMISSIONERS

J. Rand Elliott, Chairman

Michael D. Leita, Commissioner

Attest: Tiera L. Girard
Clerk of the Board

Kevin J. Bouchey, Commissioner
*Constituting the Board of County Commissioners
for Yakima County, Washington*

Approved as to form:

Deputy Prosecuting Attorney

INVITATION TO BID NO. 11523

TO BIDDER:

PLEASE QUOTE YOUR LOWEST PRICE, BEST DELIVERY DATE AND PAYMENT DISCOUNT TERMS FOR THE FOLLOWING. THE CITY/COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO ACCEPT ANY OR ALL ITEMS AT THE PRICE QUOTED. THE CITY/COUNTY INTENDS TO AWARD THIS CONTRACT WITHIN 90 CALENDAR DAYS.

Quote your lowest price for the following:

SCHEDULE 1										
#	Size	Weight	Corners	Shape	Holes	Sheeting	Hole Centers	Est Qty	Price Per Unit	Total Price (with-out tax)
1	12" X 6"	0.080	RADIUS	RECT		NONE	4"	50		
2	18" X 6"	0.080	RADIUS	RECT		NONE	NONE	50		
3	18" X 6"	0.080	RADIUS	RECT		HIP YELLOW	4"	50		
4	24" X 6"	0.080	RADIUS	RECT		HIP YELLOW	4"	25		
5	24" X 6"	0.080	RADIUS	RECT		NONE	NONE	50		
6	30" X 6"	0.080	RADIUS	RECT		HIP YELLOW	4"	25		
7	30" X 6"	0.080	RADIUS	RECT		NONE	NONE	50		
8	36" X 6"	0.080	RADIUS	RECT	NONE	NONE	NONE	50		
9	36" X 6"	0.080	RADIUS	RECT		HIP YELLOW	4"	25		
10	42" X 6"	0.080	RADIUS	RECT		HIP YELLOW	4"	25		
11	42" X 6"	0.080	RADIUS	RECT		NONE	NONE	50		
12	48" X 6"	0.080	RADIUS	RECT		HIP YELLOW	4"	50		
13	48" X 6"	0.080	RADIUS	RECT		NONE	NONE	50		
14	36" X 8"	0.080	RADIUS	RECT	NONE	NONE	NONE	50		
15	24" X 9"	0.080	RADIUS	RECT	NONE	NONE	NONE	100		
16	24" X 9"	0.080		RECT		HIP WHITE	7"	150		
17	30" X 9"	0.080	RADIUS	RECT	NONE	NONE	NONE	100		
18	30" X 9"	0.080		RECT		HIP WHITE	7"	125		

#	Size	Weight	Corners	Shape	Holes	Sheeting	Hole Centers	Est Qty	Price Per Unit	Total Price (with-out tax)
19	36" X 9"	0.080	RADIUS	RECT	NONE	NONE	NONE	100		
20	36" X 9"	0.080		RECT		HIP WHITE	7"	100		
21	42" X 9"	0.080	RADIUS	RECT	NONE	NONE	NONE	100		
22	42" X 9"	0.125		RECT		HIP WHITE	7"	50		
23	48" X 9"	0.080	RADIUS	RECT	NONE	NONE	NONE	100		
24	48" X 9"	0.125		RECT		HIP WHITE	7"	25		
25	24" X 10"	0.080	RADIUS	RECT		NONE	8"	20		
26	18" X 12"	0.080	RADIUS	RECT		NONE	15"	150		
27	24" X 12"	0.080	RADIUS	RECT		NONE	10"	75		
28	24" X 12"	0.080	RADIUS	RECT		NONE	9"	25		
29	24" X 12"	0.080	RADIUS	RECT		NONE	21"	25		
30	36" X 12"	0.080		RECT		NONE	24"	25		
31	36" X 12"	0.080		RECT		HIP BLACK ON YELLOW	24"	125		
32	36" X 12"	0.080	RADIUS	RECT		NONE	30"	50		
33	36" X 12"	0.080	RADIUS	RECT		NONE	NONE	10		
34	48" X 12"	0.125		RECT		NONE	9"	25		
35	48" X 12"	0.080	RADIUS	RECT		NONE	NONE	10		
36	60" X 12"	0.080	RADIUS	RECT		NONE	NONE	10		
37	72" X 12"	0.080	RADIUS	RECT		NONE	NONE	10		
38	21" X 15"	0.080	RADIUS	RECT		NONE	12"	25		
39	12" X 18"	.080	RADIUS	RECT		HIP WHITE	15	150		
40	18" X 18"	0.080	RADIUS	SQR		NONE	15"	50		
41	18" X 18"	0.080	RADIUS	SQR		HIP YELLOW	15"	325		

#	Size	Weight	Corners	Shape	Holes	Sheeting	Hole Centers	Est Qty	Price Per Unit	Total Price (with-out tax)
42	24" X 18"	0.080	RADIUS	RECT		NONE	15"	75		
43	30" X 18"	0.080		RECT		NONE	15"	50		
44	24" X 18"	0.080	RADIUS	RECT			18"	25		
45	48" X 18"	0.125		RECT		NONE	15"	25		
46	24" X 24"	0.080	RADIUS	SQR		NONE	18"	20		
47	24" X 24"	0.080		SQR		NONE	21"	25		
48	24" X 24"	0.080	RADIUS	DIAMOND		NONE	24"	10		
49	24" SHIELD	0.080	NONE	SHIELD		NONE	18"	10		
50	30" X 24"	0.080	RADIUS	RECT		NONE	24"	100		
51	30" X 24"	0.080	RADIUS	RECT		HIP WHITE	18"	150		
52	36" X 24"	0.080	RADIUS	RECT		NONE	18"	30		
53	36" X 24"	0.080	RADIUS	RECT		NONE	30"	50		
54	48" X 24"	0.125	RADIUS	RECT		NONE	36"	50		
55	48" X 24"	0.125		RECT		NONE	18"	100		
56	48" X 24"	0.125		RECT		HIP YELLOW	21"	200		
57	30" CIRCLE	0.080	NONE	CIRCLE		NONE	24"	10		
58	30" X 30"	0.080		SQR		NONE	NONE	50		
59	30" X 30"	0.080	RADIUS	SQR		NONE	24"	50		
60	30" X 30"	0.080		SQR		HIP YELLOW	24"	300		
61	30" X 30"	0.080		SQR		HIP YELLOW	30"	150		
62	30" X 30"	0.080		DIAMD		HIP YELLOW	30"	300		
63	30" X 30"	0.080	RADIUS	DIAMD		NONE	30"	75		
64	30" X 36"	0.080	RADIUS	RECT		NONE	30"	50		
65	36" X 30"	0.080	RADIUS	RECT		NONE	24"	20		
66	48" X 30"	0.125	RADIUS	RECT		NONE	24"	20		

#	Size	Weight	Corners	Shape	Holes	Sheeting	Hole Centers	Est Qty	Price Per Unit	Total Price (with-out tax)
67	30" X 48"	0.125		RECT		NONE	42"	25		
68	30" X 60"	0.125		RECT		NONE	24"	25		
69	36" PENTAGON (DOG HOUSE)	0.080	RADIUS	PENTA GON		NONE	24"	25		
70	36" PENTAGON (DOG HOUSE)	0.080	RADIUS	PENTA GON		FYG (Florescent Yellow Green)		25		
71	30" STOP SIGN	0.080		OCTAG ON		HIP RED/WHITE + GRAFF. FILM	24"	150		
72	36" X 36"	0.080		SQR		HIP YELLOW	30"	50		
73	36" X 36" YIELD SIGN	0.080	RADIUS	TRI.		NONE	24"	10		
74	36" x 36"	0.080	RADIUS	SQR		NONE	30"	30		
75	36" X 36"	0.080		SQR		HIP YELLOW	36"	25		
76	36" X 36"	0.080		SQR		HIP RED	36"	175		
77	36" X 36"	0.080		DIAMD		HIP RED/WHITE	30"	25		
78	36" X 36"	0.080		DIAMD		"SCHOOL BUS STOP AHEAD"	36"	50		
79	36" X 36"	0.080	RADIUS	DIAMD		NONE	36"	30		
80	48" X 36"	0.080	RADIUS	RECT		NONE	42"	10		
81	60" X 36"	0.125		RECT		NONE	30"	25		
82	36" CIRCLE	0.080		CIRCLE		NONE	30"	25		
83	36" CIRCLE RAILROAD CROSSING	0.080		CIRCLE		RAILROAD YELLOW	30"	25		

#	Size	Weight	Corners	Shape	Holes	Sheeting	Hole Centers	Est Qty	Price Per Unit	Total Price (with-out tax)
84	36" OCTAGON	0.080		OCT		HIP RED/WHITE + ANTI- GRAFFITI FILM	30"	20		
85	24" x 48"	.080		RECT		NONE	36	20		
86	48" X 48"	.080	RADIUS	SQR		NONE	42"	10		
87	48" X 48"	0.125		SQR		HIP RED/WHITE	42"	25		
88	48" X 48"	0.125	RADIUS	DIAMD		NONE	48"	10		
89	48" OCT	0.080		OCT		HIP RED/WHITE + ANTI- GRAFFITI FILM	42"	10		
90	48" X 36"	0.080	RADIUS	RECT			30"	20		
91	48" Oct	0.125		OCT		NONE	36"	10		
92	Sheeting					SEG White		25		
93	Sheeting					SEG Yellow		25		
94	Sheeting					SEG Green		25		
Total									\$_____	\$_____
Tax will be charged according to destination: City 8.2% and County 7.9%										
_____ % Discount offered off list price for any other items not specifically listed										

Personnel Inventory Form
*** To Accompany Bid Proposal ***
For City of Yakima

Firm Name: _____ Contact: _____

Address: _____ Phone Number: _____

City: _____ State: _____ Zip: _____

Type of Service Provided: _____

Are you a certified DBE or WMBE?: YES___ NO___. If yes, what is your certification number? #_____

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

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

Goals for minorities and women employees in the Vendor's and subcontractor workforce are 10% combined. Vendors and subcontractor 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.

VI. VENDOR QUESTIONNAIRE

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

VENDOR INFORMATION

Bidder's Legal Name: _____

Company's dba: (if applicable) _____

CEO/President

Name: _____

Business

License No. _____

UBI No. _____

Federal

EIN No. _____

Phone () _____

Toll Free Phone () _____

FAX () _____

E-Mail Address _____

Mailing Address _____

City _____

State _____

Zip + 4 _____

Physical Address _____

City _____

State _____

Zip + 4 _____

Name the person to contact for questions concerning this bid proposal.

Name _____

Title _____

Phone () _____

Toll Free Phone () _____

FAX () _____

E-Mail Address _____

Mailing Address _____

City _____

State _____

Zip + 4 _____

Physical Address _____

City _____

State _____

Zip + 4 _____

BIDDER: _____

VENDOR QUESTIONNAIRE

OWNERSHIP

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

Please explain: _____