

BOARD OF YAKIMA COUNTY COMMISSIONERS
NOTICE TO BIDDERS No. C11505

NOTICE IS HEREBY GIVEN by the undersigned that sealed Bids will be accepted on **Thursday, July 9th @ 11:00 a.m.**, in the Yakima County Commissioners Office, 128 North Second Street, Room 232, Yakima, Washington for:

**Two (2) OMCO – (Ochoco Manufacturing Corporation) Water Tanks for
Yakima County Public Services - ER&R Division**

Above per specifications or approved and acceptable equal.

Bids shall be:

(1) Sealed.

(2) Plainly marked: BID C11505

(3) Addressed: Yakima County Courthouse
Board of Yakima County Commissioners
Attn: Tiera Girard, Clerk of the Board
128 North Second Street, Room 232
Yakima, Washington 98901

(4) Bids must be in the Office of the Yakima County Commissioners on or before the due date of 11:00 a.m. on Thursday, July 9, 2015 and will be opened and read shortly thereafter across the street at City Hall Council Chambers, since City/County procurement functions are now merged.

(5) Yakima County reserves the right to reject any and all BIDs. Yakima County 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, veteran status, pregnancy, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et set.)

Specifications may be seen at the office of the Purchasing Manager, City of Yakima, 129 North Second Street, Yakima WA and/or the office of Clerk of the Board of Yakima County Commissioners, Yakima County Courthouse, 128 North Second Street, Room 232, Yakima, WA. Specifications may be obtained online at www.yakimawa.gov/services/purchasing Click on Bid Openings.

<i>The Board reserves the right to reject any and all Bids, or parts thereof.</i>

DONE this 19th day of June, 2015.

(Seal)

Tiera Girard, Clerk of the Board

Publish: *Yakima Herald-Republic*: June 19, 2015

**YAKIMA COUNTY INVITATION TO BID # C11505
COVER SHEET**

THIS IS NOT AN ORDER



BID Release Date: June 19, 2015

Bid Receipt: Bid envelope must be sealed and plainly marked with due date, time, and Bid Number **C11505**, 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:**

**Yakima County Courthouse
Board of Yakima County Commissioners
Attn: Tiera Girard, Clerk of the Board
128 North 2nd Street, Room 232
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 9, 2015 at 11:00:00 AM PST

Public Opening ☒

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

Purchasing For:

Yakima County Public Services, ER&R Division
1216 S 18th Street
Yakima, WA 98901

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

Maria Mayhue, Senior Buyer

Phone

(509) 575-6094

E-Mail Address

maria.mayhue@yakimawa.gov

PROJECT DESCRIPTION SUMMARY

**Two (2) OMCO – (Ochoco Manufacturing Corporation) Water Tanks for
Yakima County Public Services - ER&R Division**

Enter Prompt Payment Discount: _____% net _____ days

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

Delivery Details: FOB Destination: 98901

☐ 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 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 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

NOTICE TO BIDDERS No. C11505	1
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. Pricing and Discount	6
12. Expansion Clause:	6
13. Warranty:	7
14. Warranty Coverage:	7
15. Regulations and Codes:	7
16. Prompt Payment:	7
17. Payments:	7
18. Acceptance of Terms:	7
19. Sales Tax:	7
20. Tax Revenues:	7
21. Clarifications and/or Revisions to Specification and Requirements:	8
22. Incurring Costs:	8
23. No Obligation to Contract:	8
24. Retention of Rights:	8
25. Points Not Addressed:	8
26. Force Majeure:	8
27. Other County Departments/Like Items Added:	9
28. Materials Bought from Different Supplier:	9
29. Re-Award:	9
30. Errors and Omissions:	9
31. Changes:	9

32.	Assignment:	9
33.	Venue:	10
III.	PREPARING AND SUBMITTING A BID	10
1.	General Instructions:	10
2.	Submitting a Bid:	10
3.	Multiple Bids:	10
4.	Withdrawal of Bids:	10
IV.	EVALUATION AND CONTRACT AWARD	10
1.	Preliminary Evaluation:	10
2.	Bid Evaluation:	11
3.	Offer in Effect for Ninety (90) Days:	11
4.	Protest Procedure:	11
V.	TECHNICAL SPECIFICATIONS	12
1.	Technical Specification Analysis:	12
VI.	SPECIAL TERMS AND CONDITIONS	15
1.	Brochures:	15
2.	Specify Manufacturer:	15
3.	Bidder Requirements:	15
4.	Unit Prices/FOB:	15
5.	Warranty/Pre-delivery:	15
6.	Factory Installed:	15
7.	OEM:	16
8.	Materials/Accessories Responsibility:	16
9.	Transfer of Ownership:	16
10.	Items to Accompany Delivery (Manuals and Warranties):	16
11.	Inspection of Bidder's Facility:	17
12.	Factory Service:	17
13.	Deviations:	17
VIII.	BID FORM	18
IX.	VENDOR QUESTIONNAIRE	19

ATTACHMENT A – OMCO Specifications with Drawings

Invitation to Bid # C11505
Two (2) OMCO – (Ochoco Manufacturing Corporation) Water Tanks for
Yakima County Public Services - ER&R Division

II. GENERAL INFORMATION

1. Purpose:

It is the intent and purpose of these specifications to describe Two (2) OMCO Water Tanks in sufficient detail to secure competitive bids. All parts, which are necessary in order to provide a complete unit, ready for operation, shall be included in the bid and shall conform in strength, quality of workmanship and material to that which is usually provided the trade in general. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the bidder.

2. Contracting Agency and Point of Contact:

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

3. New and Unused:

All units, equipment, parts and material shall be new, unused, manufacturer's current model year and in current production. All materials shall have physical and chemical properties to withstand the intended purpose. Equipment design shall have sufficient excess capacity for durability and safety.

4. Best Modern Practices:

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

5. 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 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 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 Yakima County, FOB and prep included, 1216 South 18th Street, Yakima, Washington, 98901, between the hours of 7:00 a.m. and 2:30 p.m. Monday through Thursday, ready for regular and safe operation. The successful Vendor's personnel making the delivery shall instruct County personnel in maintenance and proper operation of the equipment prior to their departure from the delivery site. All equipment shall have complete pre-delivery setup and service.

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 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 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 County mailing list for a period of up to three (3) years.

11. Pricing and Discount

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

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

13. 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.

14. Warranty Coverage:

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

15. Regulations and Codes:

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

16. 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 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

17. Payments:

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

Yakima County Public Services, ER&R Division, 1216 S 18th Street, Yakima, WA 98901.

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

18. Acceptance of Terms:

Acceptance of a 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.

19. Sales Tax:

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

20. Tax Revenues:

RCW 39.34.040 allows the 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.

21. 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.

22. 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.

23. 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".)

24. 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 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.

25. 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.

26. 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.

27. Other County Departments/Like Items Added:

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

28. 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 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.

29. Re-Award:

When the contract is terminated by the vendor upon 30 days' notice as herein provided, the 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 County and is in breach of the contract, or when the contract is terminated by the County for cause as herein provided, the County reserves the right to re-award the contract to the next most responsible bidder.

30. Errors and Omissions:

The 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.

31. 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.

32. 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 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.

33. 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 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, equipment design and functionalism and effect on productivity and bidder's supporting documentation.

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

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

4. Protest Procedure:

Any protest must be made in writing, signed by the protestor, and state that the Bidder is submitting a formal protest. The protest shall be filed with 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 (5) calendar days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the 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 protestor and others who may be concerned. The Owner retains the right to enter into any contract and nothing herein shall be construed to limit that authority in any manner.

V. TECHNICAL SPECIFICATIONS

The Bidder must provide a detailed description of each major component of their proposed system. At a minimum, these descriptions shall take into consideration the specifications outlined in this Technical Specifications section. Bidders are reminded to provide point-by-point responses to all specifications. Any additional work found necessary that is not specified in this Bid specification shall be listed on a separate sheet entitled "Additional Materials/Labor Required".

The Respondents must complete the following Technical Specification Section using one of the following responses for each of the specifications.

Y – Yes. The Respondent's proposed product currently satisfies the entire requirement and the proposed system will completely support the requirement.

N – No. The Respondent's product does not currently satisfy the entire requirement, and the Respondent's delivered product will not satisfy the requirement.

E – Explanation. The Bidder's product partially satisfies the requirement and an explanation is included in the response.

MR – Modification Required. The Respondent's product does not currently satisfy the requirement, but the bidder commits that the delivered base product will satisfy the requirement at no additional cost and shall be supported in future releases of the Respondent's base products.

Note that, though some of the following Technical specifications may be answered with a Y or N, the Respondents are encouraged to provide further detail where such detail might differentiate their products from those of their competitors or where such detail might assist in analysis of the Bid.

1. Technical Specification Analysis:

Each bidder shall complete the "TECHNICAL SPECIFICATION ANALYSIS" section of the Bid Call and same shall be returned with the bidder's proposal. Failure to do so will be cause for rejection of said proposal.

2. Bidder shall check "YES" if they do comply 100% with that particular specification, or "NO" if they do not. If "NO" is checked, bidder must explain in the "COMMENTS" column on the right how their specification deviates. Checking "NO" on any item will not necessarily disallow bidders bid. The County shall be the sole judge as to whether an exception is acceptable or not.

Item #	Specification	Yes	No	Comments
	4.000 GALLON STAINLESS STEEL TANK (See Attached Drawing)			
1	TANK SIZE AND SHAPE: 4,000 U.S. gallon capacity, elliptical shape, standard profile design, (64" minor axis x 95" major axis) x 192" long. Heads will be dished & flanged (5" minimum dish), three (3) baffles will be dished (5" minimum dish).			
2	MATERIAL STAINLESS STEEL T-304L: The bottom 1/3 of tank skin will be constructed from 3/16" T-304L stainless steel, the top 2/3 of the tank skin will be constructed from 10 gauge T-304L stainless steel. The heads will be 3/16" T-304L dished & flanged (5" minimum dish). Three (3) baffles shall be constructed from 10 gauge T-304L stainless steel & be dished (5" minimum dish.)			
3	CONSTRUCTION PROCEDURE: The shell skin shall be unspliced sections for the entire length of tank and be electrically welded longitudinally. The entire tank (heads, baffles, shell sections) will be 100% double welded. The baffles will be installed with 24" lined crawl holes, top and bottom 6" x 12" lined flow holes. Three (3) baffles will be installed. The tank will have a rear ladder and top cat walk.			
4	SUB-FRAME-STAINLESS STEEL (T-304L 2B TYPE): The stainless steel tank skid mount rails shall be constructed from 3/16" stainless steel T304L 2B and installed with five (5) cross members supported to tank bottom and side rails. 1" x 2 3/4" rubber sills shall be installed under skid mount rails in inverted channels.			
5	TANK MOUNTS: Tank mounts shall be male-female with coil springs (two (2) per mount), three (3) mounts per side of tank frame. Coil springs to be constructed from 5/16" material using 5/8" bolts and self-locking nuts.			

Item #	Specification	Yes	No	Comments
6	TOP MANHOLE: A stainless steel 20" over center locking hatch cover will be used.			
	4.000 GALLON MILD STEEL TANK (See Attached Drawing)			
7	TANK SIZE AND SHAPE: 4,000 U.S. gallon capacity, elliptical shape, standard profile design, (64" minor axis x 95" major axis) x 192" long. Heads will be dished & flanged (5" minimum dish), three (3) baffles will be dished (5" minimum dish).			
8	MATERIAL: The bottom 1/3 of tank skin will be constructed from 3/16" mild steel, the top 2/3 of the tank skin will be constructed from 10 gauge mild steel. The heads will be 3/16" dished & flanged (5" min. dish).			
9	CONSTRUCTION PROCEDURE: The shell skin shall be unspliced sections for the entire length of tank and be electrically welded longitudinally. The entire tank (heads, baffles, shell sections) will be 100% double welded. The baffles will be installed with 24" lined crawl holes, top and bottom 6" x 12" lined flow holes. Three (3) baffles will be installed. The tank will have a rear ladder and top cat walk.			
10	SUB-FRAME: The skid mount rails shall be constructed from 3/16" mild steel and installed with five (5) cross members supported to tank bottom and side rails. 1" x 2 3/4" Rubber sills shall be installed under skid mount rails in inverted channels.			
11	TANK MOUNTS: Tank mounts shall be male-female with coil springs (two (2) per mount), three (3) mounts per side of tank frame. Coil springs to be constructed from 5/16" material using 5/8" bolts and self-locking nuts.			

Item #	Specification	Yes	No	Comments
12	TOP MANHOLE: A mild steel 20" over center locking hatch cover will be used.			

VI. SPECIAL TERMS AND CONDITIONS

1. Brochures:

If bidding any make/model other than what is called out, brochures and specifications for the actual unit(s) being offered shall be included with bid package.

2. Specify Manufacturer:

Vendor shall specify the make/model of products being offered on the Bid Form in the space provided.

3. Bidder Requirements:

Bidder shall be a manufacturer, or an appointed representative of a manufacturer, presently involved in the design, manufacture, and sale of Mounted Steel Water Tanks; shall have a traceable record of performance of similar equipment during the five (5) years immediately preceding this bid; and shall have a demonstrated capability to provide local warranty and support services within forty-eight (48) hours after such services have been requested by Yakima County.

4. Unit Prices/FOB:

Unit prices bid shall be net exclusive of all taxes; and must include all transportation, delivery and unloading costs fully prepaid F.O.B. destination, inside delivery.

5. Warranty/Pre-delivery:

Each unit shall carry full factory and/or manufacturer's warranty and complete pre-delivery service. Any materials provided and labor shall carry standard warranty coverage furnished the trade in general.

Regardless of whether selling dealer physically receives unit at the dealership, delivery of all units must be accompanied by a signed certificate/ checklist of pre-delivery service indicating the unit has been properly prepared and serviced in accordance with manufacturer's instructions by qualified dealer or terminal service personnel. Failure to provide satisfactory pre-delivery service and/or completed checklist may result in delay of unit acceptance and payment. Purchaser shall immediately notify dealer of any discrepancies requiring correction. Dealer shall effect corrections within two (2) working days or authorize purchaser to make necessary corrections and deduct reasonable charges for costs incurred

6. Factory Installed:

All specified items shall be factory installed.

7. OEM:

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

8. Materials/Accessories Responsibility:

The contractor shall be responsible for all materials and workmanship in the construction of the equipment and all accessories used, whether the same are manufactured by the contractor or purchased from supplier. This provision excludes tires, except insofar as such equipment is damaged by the failure of a part or component for which the contractor is responsible, or except insofar as the damage to such equipment is caused by the contractor during the manufacture or delivery of the equipment.

Parts and/or components damaged during transport shall be replaced with new parts and/or components by contractor at no additional cost to Yakima County. Repair of items damaged during transport shall not be acceptable without prior approval of Yakima County.

9. Transfer of Ownership:

The equipment shall remain the property of the successful bidder until accepted by Yakima County. Upon delivery, the equipment shall thoroughly be tested in operation in the presence of an authorized representative of the County to check on the performance of the equipment and operation of the unit(s) as a whole. The successful vendor shall make, at his own expense, any adjustments or alterations that may be required by the County as a result of the operation test.

10. Items to Accompany Delivery (Manuals and Warranties):

All necessary paperwork to title the unit(s) with the Washington State Department of Licensing will be furnished at the time of delivery. Dealer shall provide signed Certificate/Checklist of FAC service, owner's manual, warranty and invoice. For each piece of equipment delivered, two (2) operator's manual, two (2) repair manual, two (2) shop type maintenance manual, and factory warranty as well as any additional warranties shall be submitted to **Jason Alvord, 1216 S 18th Street, Yakima WA, 509-574-2405** at the time the equipment is delivered. Also provide in CD or DVD format, if available. The operator's manual shall contain complete operating instructions for the equipment, accessories and the electrical systems. Failure to provide these manuals shall result in delay of payment.

1. Affidavit certifying compliance with requirements for unit body and frame materials per this specification. Affidavit shall identify unit by the manufacturer's serial number.
2. Actual weight and weight distribution for unit.
3. Warranties for Unit, parts and service and all other warranties.
4. Manufacturer's statement of origin for unit.
5. Title application for unit per current State of Washington law, signed by seller. Enter legal owner and registered owner as:

Yakima County
128 N. 2nd Street
Yakima, WA 98901

11. Inspection of Bidder's Facility:

Prior to awarding the contract, the County and/or its representative(s) may inspect the manufacturing and/or service facility of the apparent low bidder to verify that the apparent low bidder has the facility, equipment, personnel, and experience to repair, service and support the equipment offered.

12. Factory Service:

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

13. 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 County; or suspension from the County's bidders list.

VII.
BID FORM

INVITATION TO BID NO. C11505

TO BIDDER:

PLEASE QUOTE YOUR LOWEST PRICE, BEST DELIVERY DATE AND PAYMENT DISCOUNT TERMS FOR THE FOLLOWING. THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO ACCEPT ANY OR ALL ITEMS AT THE PRICE QUOTED. THE COUNTY INTENDS TO AWARD THIS CONTRACT WITHIN 60 CALENDAR DAYS.

Quote your lowest price for the following:

SCHEDULE 1				
Item No.	Description	Qty	Price Per Unit	Total Price (without tax)
1.	Omco 4,000 Gallon Stainless Steel Tank per Specifications	1	\$ _____	\$ _____
2.	Omco 4,000 Gallon Mild Steel Tank per Specifications	1	\$ _____	\$ _____

Make & Model Bid:

Item No. 1: _____

Item No. 2: _____

Freight - FOB Destination 98901
Shipping/Handling/Insurance: INCLUDED

List discount offered off list price for any other items or options not specifically listed (may be a range):
_____ %

WA STATE SALES TAX – Destination Based @ 8.2%

Please indicate company name and address of closest service facility:

IX. 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. **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: _____