CITY OF YAKIMA
REQUEST FOR PROPOSALS

Documents & Specifications for:

11230P Flower Program for Downtown Yakima Business Improvement District

Contents

Notice to Proposers
Proposal Form
E-Verify Declaration
Non-Collusion Declaration
Proposal Signature Sheet
Proposer's Check List

Specifications
General
Special Instructions
Evaluation of Proposals and Award
Technical Specifications
Proposer Qualification Statement
General Provisions

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

December 8, 2012

Notice to Proposers
Request for Proposals
No. 11230P

Notice is hereby given by the undersigned that sealed proposals will be accepted in the office of the Yakima City Clerks, Yakima City Hall, 129 North 2nd Street, Yakima, Washington 98901 until the hour of **2:00 pm, December 26, 2012.** At such time, all proposals received will be opened and accepted for consideration.

Flower Program for Downtown Yakima Business Improvement District

Above per specifications.

Proposal forms and specifications are available in the office of the Purchasing Manager, City Hall, Yakima, Washington. 509-575-6093.

The City of Yakima reserves the right to reject any and all proposals.

Dated this **8th day of December, 2012**.

(Seal)

Colleen Bailey, CPPB
Buyer II

Advertise 12/8 & 12/9

REQUEST FOR PROPOSAL -- NOT AN ORDER - * To Accompany Proposal *

BID NO. 11230P

DATE **December 8, 2012**

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

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

PROPOSER _____

ADDRESS _____

_____

_____

PROPOSALS WILL BE RECEIVED

UNTIL 2:00 p.m., December 26, 2012

TO PROPOSER:
PLEASE SUBMIT YOUR BEST PROPOSAL FOR THE FOLLOWING. THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS. THE CITY INTENDS TO AWARD THIS CONTRACT WITHIN 60 CALENDAR DAYS.

FLOWER PROGRAM FOR DOWNTOWN YAKIMA BUSINESS IMPROVEMENT DISTRICT

The City of Yakima is accepting proposals for the Flower Program for Downtown Yakima Business Improvement District project per specifications or approved and acceptable equal. The objective is to provide a vibrant, clean, green and colorful downtown.

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
SCHEDULE I. PRODUCT – Annual Estimated Quantities: Coconut liners and baskets (427) to be provided and delivered by the City to Contractor's Facility. Rectangular (66) and round (148) planters are already in place throughout the Downtown Area. Vendor must be within one day travel distance, to and from their site, no overnight travel for City Employee for delivery of baskets. **Season** (May 1st to October 31st): Temperatures in Yakima average from a low of 42 degrees and a high of 92 degrees, with average precipitation of .262".					
1.	427	EA	Provide soil containing slow release water retention and fertilizer pellets and at least ten (10) flower plugs that will grow out of the sides and top of the baskets. Your expertise and recommendations are required and a detailed narrative is requested on page 4 of this RFP.	$	$
2.	105	EA	Provide 4" Regular annual plants for Naches Statue area – delivered in flats	$	$
3.	330	EA	Provide 4" Regular annual plants (petunias, yellow marigolds, etc.) for **rectangular** planters at six (6) plants per planter.	$	$
4.	740	EA	Provide 4" assorted planter stuffers (potato vine, trailing petunia, yellow marigolds) for **round** planters, at five (5) plants per planter.	$	$
5.	4	EA	50 lb bag of Osmocote time released fertilizer.	$	$

6.	5	EA	Cans of Melathyon time release insecticide	$	$
7.	8	EA	Bags of 20-20-20 Technigro water-soluble fertilizer.	$	$
8.	1070	EA	Provide five (5) winter pansies for beginning of Fall Season for each ground planter (**round** and **rectangular**).	**$**	**$**
			SUBTOTAL SCHEDULE I **(Delivery of completed baskets & flowers for ground planters must be included in pricing)**		**$**
			TAX @	**8.2%**	
			GRAND TOTAL		$
9.	1	EA	Additional Baskets (as needed & for future years)		$
10.	1	EA	Additional Liners (as needed & for future years)		$
19.*		Provide a detailed description of your proposed hanging basket that you are recommending for the Flower Program for Downtown Yakima Business Improvement District project.			

20.*	Specifications of proposed soil and fertilizer that will be included in the basket.
21.*	Describe your company's experience with this type of project and the experience of your employees that will be dedicated to this project. Provide names and references of staff.

***Use additional pages if necessary to answer questions.**

E-VERIFY

The City of Yakima supports the Federal Immigration, Reform and Control Act of 1986, as amended. The City requires that all contractors or business entities that contract with the City for the award of any City contract for public works in excess of Five Thousand Dollars ($5,000), or any other city contract in excess of Two Thousand Five Hundred Dollars ($2,500), enroll in the E-Verify program or its successor, and thereafter to verify its employees' proof of citizenship and authorization to work in the United States.

E-Verify will be used for newly hired employees during the term of the contract ONLY: it is NOT to be used for existing employees.

The Contractor must remain enrolled in the program for the duration of the contract and be responsible for verification of every applicable subcontractor. The contractor shall sign and return with their bid response the E-Verify Declaration below. Failure to do so may be cause for rejection of bid.

E-VERIFY COMPLIANCE DECLARATION

The undersigned declares, under penalty of perjury under the laws of Washington State that:

1. By submitting this Declaration, I certify that I do not and will not, during the performance of this contract, employ illegal alien workers, or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

2. I agree to enroll in E-Verify prior to the start date of any contract issued by the City of Yakima to ensure that my workforce is legal to work in the United States of America. I agree to use E-Verify for all newly hired employees during the length of the contract.

3. I certify that I am duly authorized to sign this declaration on behalf of my company.

4. I acknowledge that the City of Yakima reserves the right to require evidence of enrollment of the E-Verify program at any time and that non-compliance could lead to suspension of this contract.

Firm Name: _____

Dated this _____ day of _____, 20____.

Signature: _____

Printed Name: _____

Phone #: _____ Email Address: _____

NON-COLLUSION DECLARATION

I, by signing the Bid, 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 bid is submitted.

2. That by signing the signature page of this bid, I am deemed to have signed and have agreed to the provisions of this declaration.

SIGNATURE SHEET

RFP No. 11230P

Flower Program for Downtown Yakima Business Improvement District

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

****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

PROPOSAL MUST BE SIGNED

PROPOSER'S CHECK LIST

The proposer's attention is especially called to the following forms which must be executed as required, and submitted with their RFP:

A. ***RFP Form***

The unit prices, extensions and amounts proposed must be shown in the spaces provided, along with all information completed (Page 3-5).

B. **E-Verify**

E-Verify compliance declaration must be completed (Page 6).

C. ***RFP Signature Sheet***

To be filled out and signed by the proposer (Page 8).

D. ***Proposer Qualification Statement***

To be filled out by the proposer (Page 20).

The following forms are to be executed after the contract is awarded:

E. Purchase Order will be issued to successful Contractor.

CITY OF YAKIMA

RFP NO. 11230P

FLOWER PROGRAM FOR DOWNTOWN YAKIMA BUSINESS IMPROVEMENT DISTRICT (DYBID)

I. GENERAL SPECIFICATIONS

A. PURPOSE:

It is the intent of these specifications to describe the Flower Program for DYBID in sufficient detail to secure competitive proposals. Any variance from the specifications must be clearly pointed out in writing by the Proposer.

The selected primary Contractor shall provide services as specified in the Technical Specifications.

B. DEFINITIONS:

a) City The City of Yakima, Washington, and its departments.

b) Proposer The person or firm submitting the proposal.

c) Contractor The person or firm that is awarded the contract.

d) RFP The Request for Proposals, including any amendments or other addenda hereto. In case of conflict between the RFP and exhibits, the RFP governs.

e) Evaluation Committee The RFP Evaluation Committee will score all responsive Proposals based upon the predetermined scoring matrix included herein, conduct interviews and negotiations if required, and make a Recommendation of Award to the City Manager.

f) Proposal The materials submitted by each Proposer in response to the RFP, including all attachments.

C. RFP ADMINISTRATION:

Upon release of this RFP, all proposer communication should be directed in writing to the RFP Coordinator listed below. Any oral communications with other City employees will be considered unofficial and non-binding on the City.

D. RFP COORDINATOR:

The RFP Coordinator is:

Colleen Bailey, CPPB
Buyer II
City of Yakima
129 No. 2nd Street
Yakima, WA 98901
Ph: 509-576-6787
Email: colleen.bailey@yakimawa.gov

E. REVISIONS TO THE RFP:

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all who receive the RFP. All addenda will also be published on the City's Purchasing webpage at http://www.yakimawa.gov/services/purchasing/openings/.

F. EXCEPTIONS:

Specifications of the services proposed shall be equal to or better than the specifications stated herein and all exceptions to such specifications/Scope of Work shall be so listed on a separate sheet headed "EXCEPTIONS TO THE SPECIFICATIONS". Any Proposal submitted without exceptions will be required to meet every detail of these specifications regardless of cost to the successful proposer.

G. PRELIMINARY RFP SCHEDULE: (may be revised as needed):

	Date
RFP Released	December 8, 2012
Proposal Packets Due	December 26, 2012 at 2:00 P.M.
Evaluation/Interviews	TBD
Award of Contract by City Council	TBD
Proposed Start Date	January 1, 2013

H. DEADLINE FOR DELIVERY OF PROPOSALS:

One (1) original Proposal with three (3) complete copies and one (1) complete copy on disc (CD), shall be submitted to and date stamped by the City Clerk's Office:

City of Yakima
Clerk's Office
129 No. 2nd St.
Yakima, WA 98901

Proposals must be received and stamped in by 2:00 p.m. on December 26, 2012, in a sealed package labeled *RFP No. 11230-P Flower Program for Downtown Yakima Business Improvement District*, with the date and time of proposal opening written on the face of it.

If you plan on attending the proposal opening, DO NOT BRING YOUR PROPOSAL WITH YOU INTO THE OPENING ROOM. It must be received and date stamped by the Clerk's Office. FAXED OR E-MAILED PROPOSAL PACKETS WILL NOT BE ACCEPTED.

PROPOSAL PACKETS RECEIVED AFTER 2:00 P.M. PST, December 26, 2012 WILL NOT BE ELIGIBLE FOR CONSIDERATION. THE DEADLINE WILL BE STRICTLY ADHERED TO. LATE PROPOSALS WILL NOT BE CONSIDERED.

Proposal Packets, which do not include all requested information and required documentation, may be considered non-responsive.

J. RIGHT TO AWARD:

The City of Yakima reserves the right to make contract award on all groups of materials listed on the proposal form or award based on any group or based on any combinations of groups.

K. PAYMENTS:

Upon approval by the City, a progress payment will be issued for flowers ordered. The City may make payment directly to the successful Proposer or to the flower wholesaler as required. Final payment will be made upon completion of the project to include supervision for hanging of the baskets as specified.

Contractor is to submit properly completed invoice(s) to the address specified on the purchase order. To insure prompt payment each invoice should cite purchase order number, proposal number, description of item purchased, unit and total price, discount terms and include the Contractor's name and return remittance address.

L. TERM:

The period of this contract shall be for a period of twelve (12) months from its effective date. The City may, at it's option, extend the contract on a year to year basis for up to four additional years provided, however, that either party may at any time during the life of this contract, or any extension thereof, terminate this contract by giving thirty (30) days notice in writing to the other party of its intention to cancel. Contract extensions shall be automatic, and shall go into effect without written confirmation, unless the City 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.

M. EXPANSION CLAUSE:

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

N. QUANTITIES:

The City does not bind itself to purchase the full quantities stipulated in the proposal as estimates. The quantities shown as estimates are not exact and are given for the purpose of comparing proposals upon a uniform basis. Payment will be made only for quantities actually ordered, delivered, and accepted, whether greater or less than the stated amounts.

O. UNIT PRICES/FOB:

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

P. 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.

Q. POINTS NOT ADDRESSED

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

II. SPECIAL INSTRUCTIONS

A. Rates and Prices:

Pricing shall be prepared with the following terms. The Buyer may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of proposal or other circumstances beyond the control of both parties, as determined in the opinion of the Buyer.

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

1. **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 will automatically change in the same percentage as the discount rate to the City.
   a. The United States published indices such as the Consumer Price Index or other government data may be referenced to help substantiate the Contractor's documentation. A link to the CPI Data is available at http://data.bls.gov/PDQ/outside.jsp?survey=wp.
   b. The Adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
   c. Should not deviate from the original contract pricing scheme/methodology

2. **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 Buyer; and must also be:
   a. The direct result of increases at the manufacturer's level (or if Contractor is a supplier of a raw material delivered directly to the City such as cement or soil, the increase must be verified at the supplier level).
   b. Incurred after contract commencement date.
   c. Not produce a higher profit margin than that on the original contract.
   d. Clearly identify the items impacted by the increase.
   e. Be filed with Buyer (ITB Coordinator) a minimum of 30 calendar days before the effective date of proposed increase.
   f. Be accompanied by detailed documentation acceptable to the Buyer (ITB Coordinator) sufficient to warrant the increase.
   g. The United States published indices such as the Producer Price Index or other government data may be referenced to help substantiate the Contractor's documentation. A link to the PPI Commodity Data is available at http://data.bls.gov/PDQ/outside.jsp?survey=wp.
   h. The Adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
   i. Should not deviate from the original contract pricing scheme/methodology.

3. **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, retroactive to the date they were effective to the Contractor.

III. EVALUATION OF PROPOSALS AND AWARD

A. Evaluation Procedure:

An evaluation team will be selected by the City of Yakima to review each responsive Proposal. Each Proposal will be rated on a point system with the top-scoring Proposal selected.

Whether there will be interviews and who will be invited to an interview will be at the sole discretion of the City.

B. Evaluation Criteria:

A maximum score of 100 points will be used to evaluate Proposals. Each of the following elements shall have the stated maximum point value:

1.	Total price	40 Points
2.	Responsiveness to specifications	30 Points
3.	Experience and references	30 Points
	TOTAL POINTS POSSIBLE	**100**

C. Completeness of Proposal:

A Proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A Proposal shall be rejected if any such conditions, incompleteness, alterations, or irregularities constitute a material deviation from the RFP requirements.

D. Award:

The City reserves the right to award the contract to the Proposer that it deems to offer the best overall proposal in its sole discretion. The City is therefore not bound to accept a proposal on the basis of lowest price, and further, the City has the sole discretion and reserves the right to cancel this RFP and to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interests of the City.

E. Negotiation: The City reserves the right to negotiate any and all elements of this Proposal.

F. Additional Work:

Any additional work found necessary that is not specified in this proposal specification shall be listed on a separate sheet entitled "Additional Materials/Labor Required".

IV. TECHNICAL SPECIFICATIONS

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

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

TECHNICAL SPECIFICATION ANALYSIS:

*** To Accompany Bid Proposal ***

YES	NO		COMMENTS
☐	☐	**A. Project Area:** The City of Yakima is accepting proposals for the Downtown Yakima Business Improvement District for Flowers: Hanging Basket and Ground Planters Project. The project area includes 427 hanging flower baskets and ground planters (66 rectangular and 148 round) within the outlined area in the map (Attachment A).	
☐	☐	**B. Delivery:** Each Contractor is required to have the baskets (with the top and sides filled with flowers) and all other plants as required in the request for proposal form in place by the first week of May 2013, unless otherwise requested by City. Please be sure to include all delivery costs in your overall hanging basket cost.	
☐	☐	**C. Proposal Specifics**: The City of Yakima will provide the 427 - 18" Wrought iron baskets for the project. Please see photo below. For the baskets, we ask for a coconut liner to be placed in each basket. The main reason for the liner is to aid in water retention throughout the growing season, a problem we experienced in the past.	

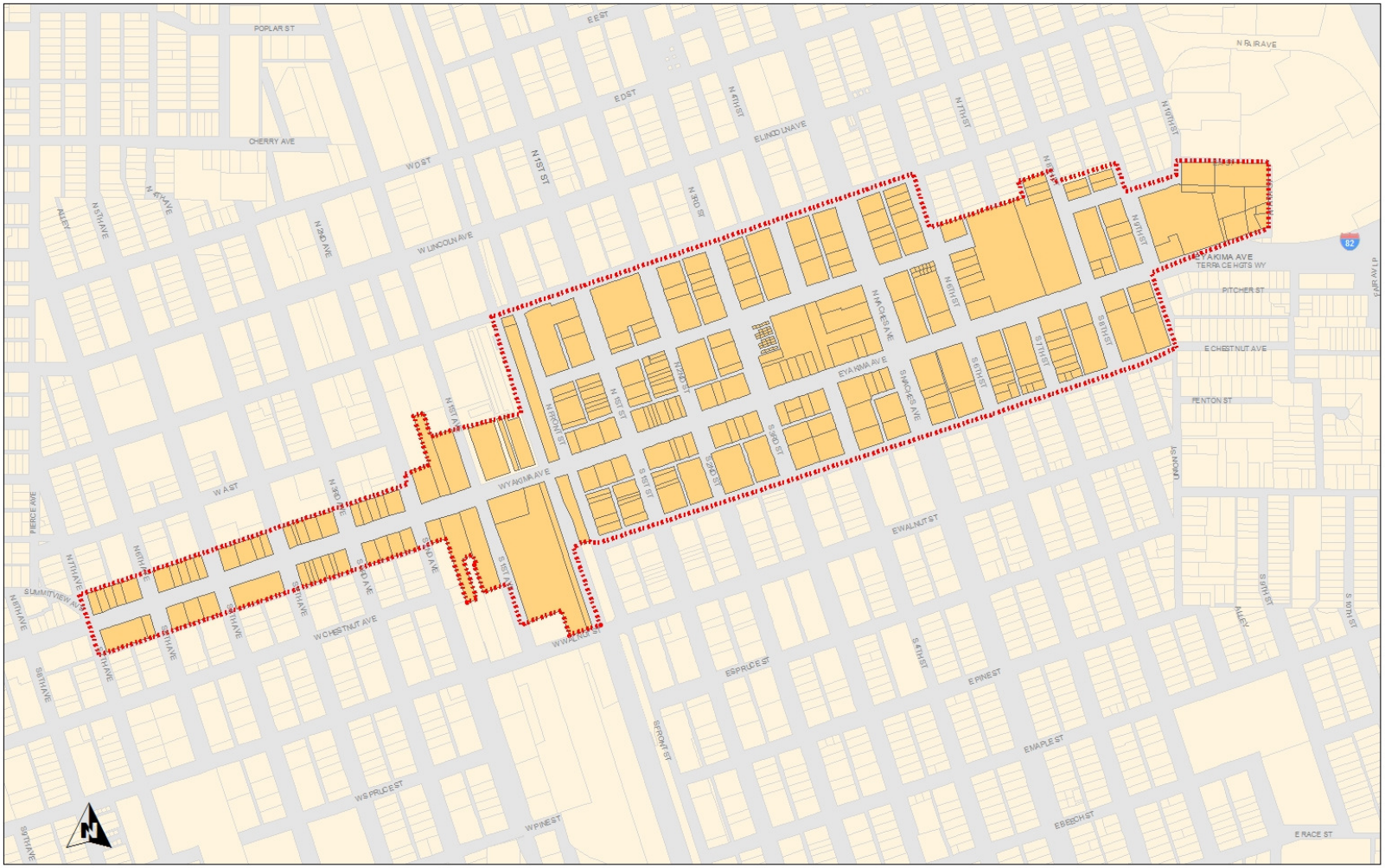
#1:The flower basket provided by the City of Yakima (72hb18blk provided by Oregon Wire Products)

Yes or No			COMMENTS
☐	☐	**D.** For future baskets, if needed: New wire baskets are item 72hb18blk provided by Oregon Wire Products and coconut liners (cost to be listed on proposal pricing form.	
☐	☐	**E. Flower Types and Soil Requirements**: We request at least ten flower plugs that will grow out of the sides and the top of the baskets for maximum impact. Proposer's expertise and recommendations are required and a detailed narrative of your proposed flower basket is requested on page 4 of this RFP. New soil will be required for all 427 baskets. We require that the soil mixture include slow release water retention pellets that will hold additional moisture and release it throughout the day and night and slow release fertilizer pellets that will release fertilizer through the season. The flowers will be watered twice daily through a drip system.	

#2: Desired look for flower baskets

#3: Desired look for flower baskets

Yes or No			COMMENTS
☐	☐	**F. Delivery and Supervision:** The contractor must provide at least two people to supervise the delivery and hanging of the baskets to the various project sites (please include those costs in your per basket unit cost). It is our goal to have the baskets on the streetposts during the first week of May 2013. At the end of the season the baskets will be removed from the streetposts by the Downtown Maintenance Staff to a storage site. This includes removing plant and dirt, in order to store the liners and baskets. Therefore, for each additional year of the contract, new soil will be required.	
☐	☐	**G. Miscellaneous Items**: The flower baskets will be maintained by Downtown Maintenance Staff. Their role will be to deadhead the plants on a weekly basis, monitor the plants daily for soil moisture conditions and apply liquid fertilizer by hand. We ask that as part of your proposal, you include a half day training session, conducted by the grower, to help explain the proper maintenance of the baskets as well as to discuss fertilization mixture and application strategy to keep the plants looking vibrant and healthy througout the season.	



10/30/2012 - City of Yakima - GIS Services

PROPOSER QUALIFICATION STATEMENT

* To Accompany Proposal *

Proposer must complete all portions of this statement before proposal will be considered. The following statements as to experience, equipment and general qualifications of the Proposer as submitted in conjunction with the proposal, as part thereof and truthfulness and accuracy of information is guaranteed by the Proposer and included in bid evaluation.

I. Name and address of principal business office which Contract will be administered from:

_____

_____

Telephone: _____ _____

II. Number of years Proposer has been engaged in business: _____

III. The Proposer as a contractor has never failed to satisfactorily perform a contract awarded to him/her except as follows: (Name of any and all exceptions and reasons thereof)

_____

_____

_____

_____

IV. Proposer must have at least five (5) years experience as a contractor in this field of work and have satisfactorily completed three (3) projects of this nature in the last five (5) years:

1. Location and for who performed:

_____

_____

Phone _____ Contact Person _____

2. Location and for who performed:

_____

_____

Phone _____ Contact Person _____

3. Location and for who performed:

_____

_____

Phone _____ Contact Person _____

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.

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.

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.

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.

4. Change Orders

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

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.

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.

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.

8. Payment

Vendor is to submit properly completed invoice(s) and mail to: ***City of Yakima, Accounts Payable,129 No. 2nd 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.

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.

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.

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.

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.

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.

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.

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

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.

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.

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.

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.

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.

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).

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.

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.

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 Purchasing 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.

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.

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, judgment, 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.

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.

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.

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.

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.

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.

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.

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.

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.

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 judgments, 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 there from, 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, it 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.

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.

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.

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.

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.

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. 2nd St., Yakima, WA 98901, faxed to 509-576-6394 or emailed to sownby@ci.yakima.wa.us. 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 protester. 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) by the Department Head. 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 by 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 protester 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.

41. 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, photo copy 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 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.