

City of Yakima



Bid Documents & Specifications for Bid No. 11326

Manholes, Rings, Catch Basins, Covers and Grates For Wastewater Collections

Bid Documents

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

June 13, 2013

Notice to Bidders No. 11326

Notice is hereby given by the undersigned that sealed bids will be accepted in the office of the Yakima City Clerks Department, Yakima City Hall, 129 N. 2nd Street, Yakima, Washington 98901 until the hour of **2:00 pm, June 27, 2013**, and publicly opened and read for:

Catch Basin Covers, Manholes, Lids & Rings

Above per specifications.

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

Specifications may also be obtained online at www.yakimawa.gov/services/purchasing Click on Bid Openings.

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

Dated this 13th day of June, 2013

(Seal)

Christina Payer
Buyer I

Publish on June 13th & 14th

INVITATION TO BID -- NOT AN ORDER

BID NO 11326

CITY OF YAKIMA/YAKIMA COUNTY
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 VENDOR LIST.

DATE June 13, 2013

VENDOR _____

ADDRESS _____

BIDS WILL BE RECEIVED

UNTIL 2:00 p.m., June 27, 2013

BID OPENING 2:00 p.m., June 27, 2013

TO BIDDER:

PLEASE BID YOUR LOWEST PRICE, BEST COMPLETION DATE, CASH DISCOUNT TERMS, AND F.O.B. POINT FOR THE FOLLOWING. THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO ACCEPT ANY OR ALL ITEMS AT THE PRICE BID. THE CITY INTENDS TO AWARD THIS CONTRACT WITHIN 90 CALENDAR DAYS.

Catch Basin Covers, Manholes, Lids & Rings – WWC

The City of Yakima is requesting bids for: Catch Basin Covers, Manholes, Lids & Rings for Wastewater Collections.

The use of a manufacturer's name and model or catalog number is for the purpose of establishing the standard of quality and general configuration desired only.

The following listed items shall be quoted per specifications or approved and acceptable equal.

Bidder shall state if minimum order quantities apply. (per item and/or per order)

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1.	1	Each	Locking, hinged manhole ring and lid with LOGO. Sizes: <ul style="list-style-type: none"> • 1 inch by 25 ¼ in diameter by 6 in ring • 1 inch by 25 ¼ in diameter by 4 in ring • 1 inch by 25 ¼ in diameter by 2 in ring 	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____
2.	1	Each	Locking, hinged manhole ring and lid with LOGO. Sizes: <ul style="list-style-type: none"> • 1 inch by 25 ¼ in diameter by 6 in ring • 1 inch by 25 ¼ in diameter by 4 in ring • 1 inch by 25 ¼ in diameter by 2 in ring 	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____

Bid Form 11326....(continued)

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
9.	1	Each	Sewer Cleanouts – No Ring. Size: <ul style="list-style-type: none"> 1 inch by 12 in diameter 	\$ _____	\$ _____
10.	1	Each	Similar Items Not Specifically Shown. The City of Yakima has several sizes and types of lids, grates and covers. It may be necessary to order a number of items not shown explicitly in the photographs. Indicate the discount from manufacturing list price that will be honored for orders:	_____ %	
Comments:					

Freight: INCLUDED
 FOB Destination: 204 w. Pine, Yakima, WA 98902
 Subtotal: \$ _____

 Sales Tax: \$ _____
 (Tax Rate 8.2 %)
 Total: \$ _____

TO THE BUYER OF THE CITY OF YAKIMA:

DELIVERY: WE (I) WILL DELIVER WITHIN _____ DAYS FROM RECEIPT OF ORDER AT PRICES AND TERMS SPECIFIED UNLESS OTHERWISE NOTED.

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
Bid No. 11326

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

PROMPT PAYMENT DISCOUNT TERMS OFFERED _____% net _____

****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

E-Mail Address

PROPOSAL MUST BE SIGNED 

BIDDER'S CHECK LIST

The bidder's attention is especially called to the following forms, which must be executed, as required, and submitted with their bid on the form received from the City and bound in the Contract Documents:

- A. **Bid Form**
To be filled out and submitted with bid. (Pages 3-5)
- B. **Bid Signature Sheet**
To be filled out, signed by bidder and submitted with bid. (Page 7)
- C. **Personnel Inventory Sheet**
To be filled out by the bidder and submitted with bid. (Page 25)

CITY OF YAKIMA
BID NO. 11326
Manholes, Rings, Catch Basins, Covers and Grates
Wastewater and Stormwater

I. GENERAL SPECIFICATIONS

It is the intent of these specifications to describe Wastewater and Stormwater Manholes, Rings, Catch Basins, Covers and Grates in sufficient detail to secure bids on comparable items. **The bidder must supply engineering detail drawings for all items bid. Items may be selected from various bidders, based on price for individual units.** 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 that is usually provided by the trade in general. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the bidder.

A. Right to Award:

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

B. Right to Reject/Accept:

The City of Yakima reserves the right to reject any or all bid or accept any presented which meet or exceed these specifications, and which would be in the best interest of the City and will not necessarily be bound to accept the low bid.

C. 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 on the various manholes, rings, catch basins, covers and grates in the quantities listed in the proposal. Listed quantities shall not be considered firm estimates of requirements for the year, nor shall the City or County be bound or limited to quantities listed.

D. Other City/County Departments/Like Items Added:

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

E. Additional Work:

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".

F. 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 the bid or other circumstances beyond the control of both parties, as determined by 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 the 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 Manufacturing 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.

- The United States published indices such as the Consumer Price Index or other government data may be referenced to help substantiate the Vendor's documentation. A link to the CPI Data is available at <http://data.bls.gov/PDO/outside.jsp?survey=wp>.
- The Adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
- 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:
The direct result of increases at the manufacturer's level (or if Vendor 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).

- Incurred after contract commencement date.
- Not produce a higher profit margin than that on the original contract.
- Clearly identify the items impacted by the increase.
- Be filed with Buyer (ITB Coordinator) a minimum of 30 calendar days before the effective date of the proposed increase.
- Be accompanied by detailed documentation acceptable to the Buyer (ITB Coordinator) sufficient to warrant the increase.
- The United States published indices such as the Producer Price Index or other government data may be referenced to help substantiate the Vendor's documentation. A link to the PPI

Commodity Data is available at <http://data.bls.gov/PDQ/outside.jsp?survey=wp>.

- The Adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
- Should not deviate from the original contract pricing scheme/methodology.

G. 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 vendor.

H. Exemptions:

Specifications of the equipment bid shall be equal 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 vendor.

I. Equal/Approved Equal:

These specifications are intended to be precise where a specific make, model or trade name is requested. Whenever, a make, model or trade name is used, it shall be that or equal, or approved equal. Equal or approved equal means that the make, model or trade name will be given consideration if they fulfill the same performance requirements. The City reserves the right to make the decision on acceptability. Each vendor 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.

J. 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.

K. New and Unused:

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

L. Materials Bought from Different Supplier:

Should the contracted vendor be unable to or refuse to supply materials, on any given day, against this predetermined delivery schedule to which the supplier has agreed and the City is forced to 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:

1. Unavoidable mechanical breakdowns
2. Strikes
3. Inability to secure the component materials
4. Acts of God
5. Fire

Provided the City of Yakima Purchasing Manger 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.

M. Award of Contract:

City of Yakima reserves the right to reject any or all bids or accept any presented which meet or exceed these specifications, and which would be in the best interest of the City/County and will not necessarily be bound to accept the low bid.

1. The award of the Contract will be made within ninety (90) days after the opening of the proposals.
2. Company experience level and qualifications of subcontractor or agent designated to complete the testing requirements is important and will be considered in the evaluation of the bid. The enclosed Contractor Qualification Statement must be completed and enclosed with the bid to be considered for award. Non-conformance may result in rejection of bid as non-responsive.
3. It shall not be the responsibility of the City to provide engineering or other services to protect the Contractor from additional costs accrued from performing this Contract.

N. Term:

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

O. Termination – Convenience:

This contract may be terminated by either party by giving thirty (30) days 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.

II. SPECIAL INSTRUCTIONS

A. **Bid Due Date:**

Bid shall be submitted to and date stamped by the City Clerk's Office, Yakima City Hall, 129 North 2nd Street, Yakima, WA, 98901, by 2:00 p.m. on June 13, 2013 in a sealed envelope labeled Bid No. 11326 with the date and time of bid opening written on the face of it. If you plan on attending the bid opening, DO NOT BRING YOUR BID WITH YOU INTO THE OPENING ROOM. It must be received and date stamped by the Clerk's Office.

B. **Standard Warranty:**

Any materials and labor provided shall carry standard warranty coverage furnished by the trade in general. Vendor shall specify terms of guarantee/warranty.

C. **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 the Bid.

D. **Delivery Acceptance:**

Delivery will be accepted by the City of Yakima, FOB Waste Water Collection Facility, 204 West Pine, Yakima, WA 98902, between the hours of 8:00 a.m. and 4:00 p.m. Monday through Thursday, ready for regular and safe operation.

E. **Unit Prices/FOB:**

Unit prices shall be net exclusive of all taxes; and must include transportation, delivery and unloading costs fully prepaid F.O.B. destination, inside delivery. Fuel surcharges are not allowed. The cost of fuel is to be included in the unit price of bid.

F. **Regulations and Codes:**

To the extent applicable, all equipment or materials shall comply with Washington State vehicle regulations, Federal regulations, OSHA and WISHA requirements, AASHTO M306-05, AASHTO cM306-10 5.3.4, WSDOT and EPA standards and City safety codes.

G. **Payments:**

Vendor 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, bid number, description of item purchased, unit and total price, discount terms and include the vendor's name and return remittance address.

III. TECHNICAL - “SPECIFICATIONS ANALYSIS”

Heavy-duty sewer manhole covers/lids, rings, catch basin grates and storm drain covers per the noted dimensions. Pictures are included for general information to show existing parts used by City. Detailed engineering drawings and product specifications must be supplied by bidder and included for each item bid upon. Items must meet heavy traffic loading rating where noted. AASHTO Designation M306-10 5.3.4 Adherence. Drawings and technical data shall be complete and provide data necessary to show materials meet heavy vehicle, ADA and Washington State design requirements. Failure to do so will be cause for rejection of said proposal.

Country of origin – USA – NO SUBSTITUTION. Measurements given must be met with a tolerance of 1/8 inch.

Item 1: Locking, hinged manhole ring and lid with LOGO

Manhole cover composed of hinged lid and ring assembly for locking cover. Heavy traffic rated. “City of Yakima Sewer” logo does not have to match logo shown below, however, must clearly read “City of Yakima Sewer” Locking lid to provide safety lock at open position at 90 degrees and fully opened to 120 degrees and be removable.



Sizes – 1 inch by 25 ¼ inch diameter by 6 inch ring
1 inch by 25 ¼ inch diameter by 4 inch ring
1 inch by 25 ¼ inch diameter by 2 inch ring

Item 2: Locking, hinged manhole ring and lid with LOGO

Manhole cover composed of hinged lid and ring assembly for locking cover. Heavy traffic rated. “City of Yakima Stormwater” logo does not have to match logo shown below, however, must clearly read “City of Yakima Storm Water”. Locking lid to provide safety lock at open position at 90 degrees and fully opened to 120 degrees and be removable.



Sizes – 1 inch by 25 ¼ inch diameter by 6 inch ring
1 inch by 25 ¼ inch diameter by 4 inch ring
1 inch by 25 ¼ inch diameter by 2 inch ring

Item 3: Manhole Lid ONLY no LOGO

Manhole lid - heavy traffic rated. No Logo. Lid must have circular ring or other design on underside to prevent dislodging by traffic.



Size – 1 inch by 25 ¼ inch diameter

Item 4: Manhole Lid ONLY with LOGO

Manhole lid. Heavy traffic rated. City of Yakima Stormwater Logo or City of Yakima Wastewater logo – this item is lid only, no associated ring. See photo in Items 1 and 2.

Size – 1 inch by 25 ¼ inch diameter

Item 5: Slotted Manhole Lid

Manhole lid and ring – **slotted**. Heavy traffic rated. ADA and bicycle traffic compliant. Pattern does not have to match photos, however, lid must be slotted to allow for surface water entry.



Sizes - 21 ½ inches diameter by 1 ¼ inches thick
25 inches diameter by 1 inch thick

Item 6: Catch Basin Grate

Catch Basin Curb Inlet Grate. Cast or Fabricated Galvanized Steel Grates – Slotted pattern Heavy traffic rated. ADA and bicycle traffic compliant. Slotted pattern similar to pictures in sizes noted. Pattern of slots does not have to be exact match.

Diagram A



Sizes – 21 ½ inch by 15 ¾ inch by 1 ¼ inch
21 ⅝ inch by 15 ¾ inch by 1 ¼ inch
21 ½ inch by 15 ¼ inch by 1 ⅜ inch

Diagram B



Sizes – 16 ½ inches by 21 ⅝ inches by 1 ⅜ inches
21 ½ inches by 15 ½ inches by 1 ⅜ inches
22 ½ inches by 16 ½ inches by 1 ⅞ inches
21 ⅜ inches by 15 ⅜ inches by 1 ⅜ inches

Diagram C



Size – 23 $\frac{7}{8}$ inch by 19 $\frac{7}{8}$ inch by 1 $\frac{1}{2}$ inch

Diagram D



Size – 15 $\frac{1}{4}$ inch by 15 $\frac{1}{4}$ by 1 $\frac{3}{8}$ inch

Diagram E



Size – 16 $\frac{1}{2}$ inch by 21 $\frac{5}{8}$ inch by 1 $\frac{3}{8}$ inch
15 $\frac{1}{2}$ inch by 21 $\frac{1}{2}$ inch by 1 $\frac{3}{8}$ inch
16 $\frac{1}{2}$ inch by 22 $\frac{1}{2}$ inch by 1 $\frac{7}{8}$ inch
15 $\frac{3}{8}$ inch by 21 $\frac{3}{8}$ inch by 1 $\frac{3}{8}$ inch

Item 7: Access Cover

Access Cover Rectangular **SOLID** Manhole Cover and Frame
ADA and bicycle compliant



31 3/8 inches by 17 5/8 inches by 1 3/8 inches

Item 8 – Sewer Cleanouts

Assorted sizes of sewer cleanout lids and rings – Traffic rated, lids labeled as “sewer”.



Sizes - 1 inch by 12 inch diameter by 2 inch ring
1 inch by 12 inch diameter by 4 inch ring
1 inch by 12 inch diameter by 6 inch ring

Item 9 – Sewer Cleanouts

Assorted sizes of sewer cleanout – no ring – Traffic rated, lids labeled as “sewer”.



Size – 1 inch by 12 inch diameter

Item 10 – Similar Items Not Specifically Shown

The City of Yakima has several sizes and types of lids, grates and covers, it may be necessary to order a number of items not shown explicitly in the photographs above. Indicate the discount from manufacturing list price that will be honored for orders, on the Bid Form (pgs. 3-5) in the specifications provided.

**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 Clerk's Office, 129 North 2nd Street, Yakima, Washington, 98901, with the Bid/Quote due date and time written on the face of the envelope. It is the City's practice that if no response to a bid is received by a vendor after two consecutive mailings, the vendor will be deleted from our vendor's mailing list for that type of commodity item.

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, judgement, experience and efficiency of the bidder.
- IV. The quality of performance of previous contracts or service.
- V. The previous and existing compliance by the bidder with laws and ordinances relating to contracts or services.
- VI. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- VII. The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- VIII. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

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 judgements, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Vendor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, The City, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the City, its appointed or elected officials or employees. It is further provided that no liability shall attach to the City by reason of entering into this contract, except as expressly provided herein.

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 sue.ownby@yakimawa.gov. The protest shall clearly state the specific factual and legal ground(s) for the protest, and a description of the relief or corrective action being requested. **Protests before award** shall be filed five (5) days before the solicitation due date, and **protests after the award** shall be filed five (5) days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the vendor:

Step I Purchasing Manager and Division Manager of solicitation try resolving matter with protestor. All available facts will be considered and the City Purchasing Manager shall issue a decision. This decision shall be delivered in writing to the protesting vendor.

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

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

Grounds for Protest

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

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

Protest Determination

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

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

Timeframe

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

Award Announcement

Purchasing shall announce the successful bidder via City Website, e-mail, fax, regular mail, or by any other appropriate means. Once the announcement is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the vendor received the information, but rather when the announcement is issued by Purchasing. Though every effort will be made by Purchasing to distribute the announcement to the interested vendors, Purchasing is not responsible to assure that vendors receive the announcement. It is the responsibility of the vendors to obtain the announcement from Purchasing.

Award Regardless of Protest

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

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

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

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

41. Qualified Bids

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

42. Proprietary Material Submitted

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

Personnel Inventory Form

* To Accompany Bid Proposal *

Firm Name: _____ Contact: _____

Address: _____ Phone Number: _____

City: _____ State: _____ Zip: _____

Type of Service Provided: _____

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

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

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