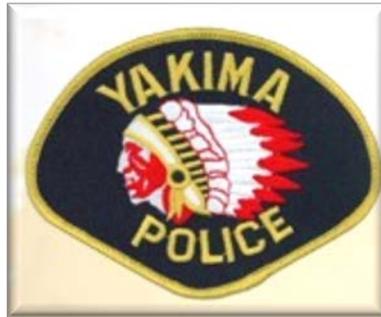




**City of Yakima**  
**Documents & Specifications**  
**For**  
**Request for Proposal No. 11336-P**

**Sierra Wireless Modems with Technical Programming Services**  
**For**  
**Yakima Transit and Yakima Police Dept.**



**PROPOSALS MUST BE RECEIVED BY:**

**2:00 p.m. on December 12, 2013**

**PLEASE MARK YOUR SUBMITTAL "PROPOSAL 11336-P" AND SEND IT TO:**

**Clerk's Office, City Hall  
129 North 2nd Street  
Yakima, WA 98901**

*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.*

**November 22, 2013**

**Notice to Proposers  
Request for Proposals (RFP)  
No. 11336-P**

Notice is hereby given by the undersigned that sealed Requests for Proposals will be accepted in the office of the Yakima City Clerk, Yakima City Hall, 129 N. 2nd Street, Yakima, Washington 98901 until the hour of **2:00 PM, December 12, 2013**. At such time, all Respondents names will be publicly read and proposals received will be opened and accepted for consideration for:

Sierra Wireless Modems for City of Yakima Transit & Police Departments

Request for Proposal Packets are available in the office of the Purchasing Manager, City Hall, 129 N 2<sup>nd</sup> Street, Yakima, Washington, 98901. 509-575-6093. Packets are also available on the City's Purchasing Webpage at [www.yakimawa.gov/services/purchasing/](http://www.yakimawa.gov/services/purchasing/).

The City of Yakima reserves the right to reject any and all Proposals. Minority Proposers are encouraged to apply.

Dated this 22<sup>nd</sup> day of November, 2013.

(Seal)

Maria Mayhue, CPPB  
Purchasing Senior Buyer

Publish on: November 22<sup>nd</sup> and 23<sup>rd</sup>, 2013

**CITY OF YAKIMA REQUEST FOR PROPOSALS NO. 11336-P  
MODEMS FOR TRANSIT AND YAKIMA POLICE DEPARTMENT**

**1. GENERAL/ADMINISTRATIVE INFORMATION**

**A. ISSUED BY:**

This Request for Proposals (RFP) is issued by City of Yakima, hereinafter referred to as the "City."

**B. INTENT:**

It is the intent of these specifications to describe "Modems" for the Transit and Police Departments in sufficient detail to secure competitive proposals. Any variance from the specifications must be clearly pointed out in writing by the Proposer.

It is the intent of these specifications to describe Sierra Wireless GX440 modems, peripheral equipment and accessories and technical programming support in sufficient detail to secure proposals on specific products and services. All parts that are necessary in order to provide a complete unit, ready for operation, shall be included in the proposal and shall conform in function and quality of workmanship to that which is usually provided by the trade in general.

**C. OVERVIEW:**

This RFP contains the instructions governing the Proposals to be submitted and the materials to be included therein; mandatory requirements, which anyone wishing to submit a proposal (hereinafter referred to as "Proposer" or, after a Proposer is selected by the City, the "Contractor"), must meet to be eligible for consideration and other requirements to be met by a Proposer.

This RFP contains eight sections of information and requirements governing the process by which a Proposer will be selected for the work. The eight sections of information and requirements for the RFP are as follows:

1. General/Administrative Information
2. Special Instructions/Requirements
3. FTA Compliance/DBE Requirements
4. Scope and Project Information
5. Technical Specifications & Analysis
6. Proposal Submittal Requirements/Format
7. Evaluation Procedure, Criteria, and Award of Contract
8. Price Proposal & Signature Sheet

Attachments:

- A. ATTACHMENT A - General Provisions
- B. ATTACHMENT B - Sample Agreement
- C. ATTACHMENT C - Sample Certificate of Insurance
- D. ATTACHMENT D - Federally Required Clauses (FTA)

**D. RESERVATION:**

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 reserves the right to revise the RFP schedule, to revise the RFP and/or to issue amendments to the RFP. The City also reserves the right to cancel or to reissue the RFP, in whole or in part, prior to the execution of a contract. The City also reserves the right to refrain from contracting with any and all applicants. The release of the RFP does not compel the City to enter into any contract pursuant to the RFP.

The City reserves the right to correct obvious ambiguities and errors in the Proposer's submittal and to waive non-material irregularities and/or omissions.

E. RIGHT TO REJECT/ACCEPT:

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

F. 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.

G. 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.

H. GUARANTEE/WARRANTY:

Proposer shall state terms and conditions of guarantee/warranty. Each unit shall carry full factory and/or manufacturer's warranty.

I. 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 proposal.

J. 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.

K. 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.

L. 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 Bid 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.

M. DELIVERY:

Each Proposer is required to list on the proposal and/or Proposal 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 proposals. Failure to include a specific number of calendar days may be sufficient grounds for rejection of proposal.

Upon delivery, the equipment shall be thoroughly tested in operation by an authorized representative of the City to check on the performance of the equipment and operation of the unit as a whole.

N. PAYMENTS:

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 (11336-P), quantities, the unit price and the total charge. The invoice should also include any discount terms and include the Contractor's name and return remittance address.

Payment will be mailed within thirty (30) days of (a) the receipt and acceptance of the modems, (b) properly completed invoice, and (c) all papers required to be delivered with the modems.

O. PAYMENT ADVANCES:

The Constitution of the State of Washington prohibits payments in advance for anticipation of receipt of goods or services. Contractors are paid after services and products are delivered and accepted.

P. 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.
  - The United States published indices such as the Consumer Price Index or other government data may be referenced to help substantiate the Proposer's documentation. A link to the CPI 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
  
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 Proposer 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 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 Proposer'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.

**Q. INTERLOCAL PURCHASING:**

It is also the intent of this proposal document to make available to other local government entities of the State of Washington, by mutual agreement with the successful Proposer, and properly authorized interlocal purchasing agreements as provided for by RCW Ch. 39.34, the right to purchase the same equipment, at the prices quoted, for the period of this contract. Each Proposer shall indicate on the Proposal form in the space provided below if he will honor Political Subdivision orders in accordance with contract terms and conditions, in addition to orders from the City of Yakima.

|  |
|--|
| <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> |
|--|

**R. SERVICES PROVIDED BY DIFFERENT CONTRACTOR:**

Should the Contractor be unable to or refuse to provide services, on any given day, against this predetermined schedule to which the Contractor has agreed and the City is forced to hire out services from a different contractor, the difference in the Proposal price of the services and that paid the new contractor, in order to do the work, shall be charged to and paid for by the Contractor holding the Proposal award for these services.

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

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

Provided the City of Yakima Purchasing Manager is notified in writing by the Contractor 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.

**S. CHANGES:**

Any proposed change in this contract shall be submitted to the City of Yakima Purchasing Manager for her prior approval and she will make the change by a contract modification. Any oral statement or representation changing any of these terms or conditions is specifically unauthorized and is not valid.

**T. EXPANSION CLAUSE:**

Any resultant contract may be further expanded by the Purchasing Buyer in writing to include any other related services normally offered by the Contractor, as long as the price of such additional services are based on the same cost/profit formula as the listed item.

Any new services accepted by the City may be added to this contract and/or substituted for discontinued services. New services shall meet or exceed all proposal specifications of original award.

**U. DELEGATION OF PROFESSIONAL SERVICES:**

The services provided for herein shall be performed by the Contractor, and no person other than regular associates or employees of the Contractor shall be engaged upon such work or services except upon prior written approval of the City.

**V. RELATIONSHIP BETWEEN CITY AND CONTRACTOR:**

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

W. PROPERTY RIGHTS:

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

X. WORK MADE FOR HIRE:

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

Y. HOLD HARMLESS:

Contractor shall, and hereby agrees to, release, save, otherwise hold harmless, and indemnify the City of Yakima from claims, demands, damages, actions, causes of actions or other liability, injury, or harm caused by act or omissions, foreseen or unforeseen, negligent or otherwise, that would otherwise befall said City arising out of the Contractor's implementation of the terms of this contract.

Z. 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 services.

**2. SPECIAL INSTRUCTIONS/REQUIREMENTS**

A. PURPOSE:

The City of Yakima is requesting proposals from firms and individuals interested in providing a fully automated, fully integrated run-cutting and scheduling software package that meets the requirements of the City of Yakima.

The successful Proposer will be required to comply with Equal Employment Opportunity laws, as well as other applicable federal, state, and local laws and requirements.

B. DEFINITIONS:

1. City: The City of Yakima, Washington, and its departments.
2. YT: Yakima Transit.
3. YPD: Yakima Police Department
4. Proposer: The person(s) or firm submitting the proposal.
5. Contractor: The Proposer who is awarded the contract.
6. RFP: The Request for Proposals, including any amendments or other addenda hereto. In case of conflict between the RFP and exhibits, the RFP governs.
7. Evaluation Committee: The RFP Evaluation Committee will score all responsive Proposals based upon the predetermined scoring matrix included herein, conduct interviews and negotiations, and make a Recommendation of Award to City Council.
8. Proposal: The materials submitted by each Proposer in response to the RFP, including all attachments.

C. RFP ADMINISTRATION:

Upon release of this RFP, all applicant 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. INQUIRIES:

Prospective Proposers may make inquiries concerning this RFP to obtain clarification of requirements. All inquiries will be made in writing. All material clarifications will be made in the form of an Addendum addressed to all Proposers.

E. RFP COORDINATOR: The RFP Coordinator is:

Maria Mayhue, Purchasing Senior Buyer  
City of Yakima  
129 No. 2<sup>nd</sup> Street  
Yakima, WA 98901  
Ph: 509-575-6094 Email: [maria.mayhue@yakimawa.gov](mailto:maria.mayhue@yakimawa.gov)

F. ADDENDA TO RFP:

The City of Yakima reserves the right to make any changes in the RFP as deemed appropriate. Any and all changes shall be made by written addendum, which shall be issued by the City of Yakima to all prospective Proposers who have been issued copies of the RFP from the City of Yakima.

G. APPLICANTS' QUESTIONS:

Any person or firm contemplating submittal of an RFP who is uncertain as to the intended meaning of any part of the RFP or other contract documents, or who finds discrepancies in, or omissions from the RFP may request interpretation, clarification, or correction of this RFP. Such request must be in writing and must be delivered to the RFP Coordinator by mail, e-mail, or hand delivery not later than five (5) calendar days before the deadline for delivery of RFP. The person submitting the request is responsible for its timely delivery. Any interpretation or correction of the RFP will be made only by written addendum and will be mailed or delivered to each person receiving this RFP, in addition to being posted on the City Purchasing webpage. Any information given to any Proposer concerning the solicitation or any changes to the RFP shall be provided in writing to all Proposers to ensure that all Proposers receive the same information relating to the RFP. The City will not be responsible for any other interpretation, clarification, or correction of this RFP. Proposers must acknowledge receipt of any addenda received in their response by either stating they received the addenda, or returning said addenda with their response.

Each Proposer should verify that it has received all addenda to this RFP by direct inquiry to the RFP Coordinator or by checking the City's Purchasing Webpage at [www.yakimawa.gov/services/purchasing/](http://www.yakimawa.gov/services/purchasing/) before submitting proposals.

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

|  | <u>Date</u>           |
|--|-----------------------|
| RFP Released                           | 11/22/13              |
| Proposal Packets Due                   | 12/12/13 at 2:00 p.m. |
| Interviews and Evaluation              | 12/19-20/13           |
| Mailing of status letters to Proposers | 12/23/13              |
| Contract Negotiations                  | 01/03-10/14           |
| Award of Contract by City Council      | 01/21/14              |
| Proposed Contract Start Date           | 02/01/14              |

I. DEADLINE FOR DELIVERY OF PROPOSALS:

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

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

**Proposals must be received and stamped in by 2:00 p.m. on December 12, 2013**, in a sealed package labeled *RFP No. 11336-P Modems for Yakima Transit and Yakima Police Department*, 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.

PROPOSALS RECEIVED AFTER 2:00 P.M. PST, December 12, 2013 WILL NOT BE ELIGIBLE FOR CONSIDERATION. THE DEADLINE WILL BE STRICTLY ADHERED TO. LATE PROPOSALS WILL NOT BE CONSIDERED. At such time, all Proposals received will be opened and accepted for consideration. Proposals, which do not include all requested information and required documentation, may be considered non-responsive. Proposals will not be accepted via e-mail or facsimile transmission.

J. WITHDRAWAL/SUPPLEMENT OF PROPOSALS:

Proposers may withdraw or supplement their responses at any time prior to the response closing date and time.

K. 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.

L. FALSE OR MISLEADING STATEMENTS:

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the respondent, may, at the City's sole discretion, be rejected.

M. PROPRIETARY INFORMATION:

Washington State Public Disclosure Act (RCW Ch. 42.56, et seq.) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged. Documents submitted under this Specification shall be considered public records and, with limited exceptions, will be made available for inspection and copying by the public.

If the Respondent considers any submittal document to be protected from disclosure under the law, the Respondent shall clearly identify on the affected page(s) such words as "CONFIDENTIAL," "PROPRIETARY," or "BUSINESS SECRET." The Respondent shall also submit an index with its submittal identifying the affected page number(s) and location(s) of all such identified material. **Marking the entire submittal as "confidential" or "proprietary" is not acceptable and is grounds to reject such submittal.**

If a request is made for disclosure of such identified documents or portions thereof, the City will determine whether the material is exempt from public disclosure. If, in the City's opinion, the material is subject to disclosure, the City will notify Respondent of the request and impending release and allow the Respondent 10 days to take whatever action it deems necessary to protect its interests. The City will cooperate with any legal action initiated by the Respondent to prevent release; provided that all expense of such action shall be borne solely by the Respondent, including any damages, attorney's fees or costs awarded by reason of having opposed disclosure and Respondent shall indemnify City against same. If the Respondent fails or neglects to take such action within said period, the City will release all materials deemed subject to disclosure. Submission of materials in response to this solicitation shall constitute assent by the Respondent to the foregoing procedure and the Respondent shall have no claim against the City on account of actions taken pursuant to such procedure.

N. CONTRACT OBLIGATIONS:

Contract obligations will also include all work defined under Scope of Services as found in this RFP. In addition, work not specifically called out, but indicated as provided in the proposals shall become contract obligations.

O. COST TO DEVELOP PROPOSALS:

Costs for developing proposals in response to the RFP are entirely the obligation of the Proposer and shall not be chargeable in any manner to the City.

P. INSURANCE: CONTRACTOR’S LIABILITY INSURANCE:

The Contractor shall obtain and maintain, in full force and effect during the term of the contract, commercial general liability and professional liability coverage with insurance carriers admitted to do business in the State of Washington. The insurance companies must carry a Best’s Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability and Professional Liability:

|                        |             |                  |
|------------------------|-------------|------------------|
| Combined Single Limit: | \$1,000,000 | Per Occurrence   |
|                        | \$2,000,000 | Annual Aggregate |

The City of Yakima, its agents, elected and appointed officials, volunteers, and employees are to be listed as additional insureds under the policies.

The Contractor will provide a Certificate of Insurance to the City as evidence of coverage. The insured will provide the City with a 30-day notice of cancellation in the event coverage is cancelled during the term of this Contract. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The Contractor shall also maintain worker’s compensation through the State of Washington.

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

This Certificate of insurance shall be provided to the Purchasing Manager, prior to commencement of this work.

**3. FTA COMPLIANCE/DBE REQUIREMENTS**

A. COMPLIANCE WITH LAWS:

The successful Proposer shall comply with applicable Federal, State, and local laws, regulations, and executive orders which are incorporated by reference herein. This proposal may possibly be used by various divisions that are partially federally funded, and, therefore, must adhere to the following federal regulations, such as DBE, Lobbying and Debarment.

Disadvantaged Business Enterprise:

In response to Federal Regulations, the City of Yakima has established a goal for participation of Disadvantaged Business Enterprise (DBE) in City funded projects. The current goal is < 1%. Contractors are expected to assist the City of Yakima by meeting these goals. Contractors are encouraged to give consideration to Disadvantaged Businesses and report to the City of Yakima where they have been successful in utilizing Disadvantaged Businesses.

**If Contractor is certified DBE, please enter your certification number below:**

**DBE Certification No.** \_\_\_\_\_

Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements:

By signing this proposal, the successful Proposer certifies to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than the Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is the prerequisite for making or entering into this transaction imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Certification of Lower-Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion:

**The Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party Contractor or potential sub-contractor under a major third party contract), \_\_\_\_\_, certifies by submission of this proposal, that neither it, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.**

If the Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party Contractor or potential sub-contractor under a major third party contract) is unable to certify to any of the statements in this certification, such Participant will attach an explanation to this proposal.

**The Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party contractor or potential sub-contractor under a major third party contract) \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 USC §§ 3801, et seq are applicable thereto.**

**B. DISCRIMINATION:**

The Contractor or subcontractor shall not discriminate on the basis of race, color, sex, or national origin in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**C. PROMPT PAYMENT:**

1. The Prime Contractor agrees it is important to pay each subcontractor promptly under this prime contract for satisfactory performance and failure to do so may exclude DBE subcontractors from participating in City contracts.
2. Therefore, the Contractor agrees to bill the City for each subcontractor's satisfactory performance of work on at least a bi-weekly basis, and pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fourteen days from the receipt and approval of an invoice from the Prime Contractor.
3. The Prime Contractor agrees further to return retainage payments to each subcontractor within fourteen days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

***FEDERALLY REQUIRED CLAUSES ATTACHED AT END OF DOCUMENT (Attachment D)***

**4. SCOPE AND PROJECT INFORMATION**

- A. The City of Yakima intends to purchase Sierra Wireless GX440W (LTE with 802.11 b/g/n Access Point), related peripherals and technical programming services for use in City of Yakima vehicles. It is the intention of the City to also purchase, in the future, Sierra Wireless GX440W. It is the intention of the City to standardize future wireless communication modem purchases and technical programming services for the next three years based on this proposal. It is, therefore, necessary that the Proposers supply the City of Yakima with a standard price list of the Sierra Wireless GX440 and applicable modems, including approved and acceptable equal, peripherals, accessories, supplies and services and state the City's discount as it applies to this list without having to initiate another proposal process.
- B. **TIMING OF PURCHASE:**  
The City of Yakima intends to purchase Sierra Wireless GX440W, related peripherals and technical programming services following award of the proposal. The City of Yakima may purchase additional equipment and services included in the proposal at unspecified intervals and quantities over the next three years.
- C. **FUTURE PURCHASES:**  
Each Proposer shall propose a percentage discount off the manufacturer's list price for future purchases of similar wireless communication modems, peripheral equipment, accessories, and services. This percentage shall be listed on the proposal form in the space provided.
- D. **OTHER CITY DEPARTMENTS/LIKE ITEMS ADDED:**  
At any time during the term of this contract, or any extension thereof, other City departments may be served under these same terms and conditions. Additional like items may be added at the request of the Purchasing Manager.
- E. **USE OF THE PRODUCT:**  
The Sierra Wireless GX440W modems will all be used in City Vehicles. Future deployments may occur in various City department vehicles including public safety units. The modem model may vary based on the department need.
- F. **DATA COMMUNICATION:**  
The modems must be programmed to communicate with wireless service provider Verizon Wireless. The city may chose to select another wireless service provider. The city network is structured around the IP Network protocol and using several Transport protocols, including TCP, and NetBIOS. It also utilizes NetMotion for persistence and security.

G. SCOPE OF WORK FOR TECHNICAL SUPPORT:

It is vital to the City Of Yakima, that the successful Proposer also be able to offer a true level of support for the equipment being purchased. The City has used different generations of modems and recognizes that firmware/hardware problems can occur. Cellular providers don't provide support for these modems. We are looking for a Contractor that understands these problems and has access to the resources necessary to solve them promptly.

H. EXCEPTIONS:

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

**5. TECHNICAL SPECIFICATIONS & ANALYSIS**

A. TECHNICAL SPECIFICATION ANALYSIS:

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

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

TECHNICAL SPECIFICATION ANALYSIS FORM

(Please check one)

| YES | NO |     | COMMENTS   |
|-----|----|-----|--|
|     |    |     | <b><u>Wireless Communication Modems</u></b>  |
| —   | —  | 1.  | Sierra Wireless GX440W LTE with 802.11 Access Point.   |
| —   | —  | 2.  | The modem must be programmed to communicate with Verizon Wireless service provider.  |
| —   | —  | 3.  | The modem must be able to utilize a quad band GPS cellular antenna.  |
| —   | —  | 4.  | The modem must be able to utilize a tri band diversity antenna.  |
| —   | —  | 5.  | The modem must be able to utilize an 802.11 exterior mount antenna.  |
|     |    |     | <b><u>Software and Data Communications Environment:</u></b>  |
| —   | —  | 6.  | The modems and all related peripheral equipment and accessories will operate correctly within the city data communications environment and NetMotion software.   |
|     |    |     | <b><u>Warranty:</u></b>  |
| —   | —  | 7.  | The modems and all related peripheral equipment, accessories and technical programming support must have at least a 90-day unconditional warranty. (Include copy of the warranty)  |
| —   | —  | 8.  | As a goal, warranty repair shall not exceed 72 business hours, Monday through Friday, after Contractor receipt at the Contractor's dock.   |
| —   | —  | 9.  | An 800 number shall be provided for support and to check the status of all repair services.  |
|     |    |     | <b><u>Technical Programming Support</u></b>  |
| —   | —  | 10. | The Contractor or manufacturer must provide technical programming support. This support must include before and after sale technical programming support to expedite deployment and minimize downtime. It is vital to the City of Yakima that the successful Proposer has a working knowledge of these modems and be able to offer "real" technical support. |

| YES | NO |   | COMMENTS |
|-----|----|---|----------|
|     |    | <b><u>References</u></b>  |          |
| —   | —  | <p>11. Proposer shall provide a list of no less than three references for which your organization has provided products/services, which are the same or substantially similar to those specified herein, within the past three years. State each organization's name, address, telephone number, contact person, and description of products/services provided with a description of any major variation to the requirements.</p> <p>1.</p> <p>2.</p> <p>3.</p> |          |



## 6. PROPOSAL SUBMITTAL REQUIREMENTS/FORMAT

Each proposal shall contain the following items:

### A. PROPOSAL DOCUMENTS/SUBMITTAL:

Proposal Documents shall include, in fact or by reference, the following:

1. Proposal (RFP)\*
2. Addenda to RFP (if any)
3. Response to Technical Specifications Analysis (Fill out and turn in pages 14-16)
4. Price Proposal & Signature Sheet (Fill out and turn in pages 19-21)\*\*
5. Supplements to Proposal (if any)

Required FTA Certifications should be completed and returned with the proposal (See Section 3. FTA COMPLIANCE/DBE REQUIREMENTS: pages 10-12 as well as all applicable Certifications included in ATTACHMENT D - FTA Clauses).

\*Proposals should be prepared simply and economically providing a straightforward, concise description of qualifications to satisfy the requirements of the RFP. If additional information is required, it will be requested after the review of the proposals. The City shall not be liable for any expense incurred in the preparation of proposals.

**\*\*The Proposal must be signed by an authorized agent.**

All proposals and submissions will become the property of the City of Yakima and will not be returned to the Proposer.

### B. TAXES, LICENSES & PERMITS:

The successful Proposer shall procure and keep current all required Federal, State, and local licenses and permits required for purchase, installation, and use.

The Contractor shall pay all applicable taxes. All taxes shall be listed as a separate line item.

### C. REQUIRED CONTRACT CLAUSES:

A sample agreement containing required contract clauses is attached (see ATTACHMENT B). Any exceptions to the clauses listed must be stated in the proposal. Any exceptions taken after submittal of a proposal may result in elimination of the Proposer from consideration for contract award.

The City understands there may be a required license agreement for the software portion of this procurement. If a conflict exists, however, between the City's agreement and the license agreement, the City's agreement supersedes the license agreement.

## 7. EVALUATION PROCEDURE, CRITERIA AND AWARD OF CONTRACT

### A. EVALUATION PROCEDURE:

The Purchasing Division will screen all proposals for responsiveness to the specifications. An Evaluation Committee will be formed by the City to review each responsive proposal.

The Evaluation Committee will conduct an initial review and short-list 2 or 3 proposals to be further evaluated and scored. The proposals shall be reviewed solely on the information received in the written response and the responses from reference check calls. As a result of this review, the Evaluation Committee may select Proposers to be interviewed. The Evaluation Committee may ask these selected Proposers for further written information or clarification related to the proposed services, software capabilities, and personal or client references. Whether there will be interviews and who will be invited to make a presentation to the Evaluation Committee will be at the sole discretion of the City.

**B. CONTACT RESTRICTION:**

Proposer shall have no exclusive meetings, conversations, or communications with an evaluation team member on any aspect of the RFP, after submittal. All questions or concerns will be directed to the Purchasing Buyer.

**C. EVALUATION CRITERIA (IN ORDER OF IMPORTANCE):**

The Evaluation Committee will evaluate short-listed proposals based on the following criteria. A maximum score of 100 points will be used to evaluate Proposers. Each of the following elements shall have the stated maximum point value:

|           |  |                         |
|-----------|--|-------------------------|
| <b>1.</b> | <b><i>Cost of Products/Discount Structure</i></b>        | <b><u>30 Points</u></b> |
| <b>2.</b> | <b><i>Responsiveness to Technical Specifications</i></b> | <b><u>30 Points</u></b> |
| <b>3.</b> | <b><i>Responsiveness to Support Specifications</i></b>   | <b><u>30 Points</u></b> |
| <b>4.</b> | <b><i>References and Past Experience</i></b>             | <b><u>10 Points</u></b> |
|           | <b><i>TOTAL POINTS POSSIBLE</i></b>                      | <b><u>100</u></b>       |

**D. POST EVALUATION EVENTS AND AWARD:**

As a result of proposal evaluations, reference checks, and oral interviews, the Evaluation Committee will score the Proposals based on the above criteria and the Proposer with the highest score shall be the Finalist and be provided with a Notice of Intent to Award. In the case of a tie, the Proposer receiving the majority of the individuals' highest scores (e.g. 3 out of the 5 people on the Evaluation Committee) will be the finalist. The decision of the Evaluation Committee shall be final and conclusive.

Submission of a proposal implies the Proposer's acceptance of the Evaluation Criteria and process and recognition that subjective judgments may be made by the Evaluation Committee.

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. The RFP Coordinator will fax or e-mail written notices to all Proposers, informing them of their status.

**E. AWARD OF CONTRACT:**

The Finalist will be offered the opportunity to enter into an agreement (ATTACHMENT B) with the City of Yakima to provide modems. The Proposer shall review the attached agreement and propose any changes they desire to be made to the standard agreement on a separate sheet titled "Proposed Changes to the Agreement". The City may accept or reject proposed changes.

The City reserves the right to negotiate any and all elements of this proposal with the highest scoring Proposer. Any additional terms and conditions, which may be the subject of negotiation, will only be discussed between the City and the Proposer and shall not be deemed an opportunity to amend the original proposal. If an agreement cannot be reached, negotiations may begin with the second highest scoring Proposer. The contents of this RFP, revised and/or supplemented, and the successful Proposer's response as accepted by the City will be incorporated into the final agreement.

The Evaluation Committee intends to complete contract negotiations with the successful Proposer and execute all contracts by 01/21/14. City Council will make the final award of contract.

**8. PRICE PROPOSAL AND SIGNATURE SHEET**

**PRICE PROPOSAL  
RFP 11336-P MODEMS FOR TRANSIT AND YPD**

**SYSTEM COSTS - PRICE SHEET**

**The proposer shall fill in pricing for each item listed below.** The total of the items shall be utilized in evaluating the Cost of the proposal. Items and quantity ordered during the term of this contract will be based upon actual need.

| ITEM NO.                                | QTY | UNIT | DESCRIPTION  | UNIT PRICE      | TOTAL           |
|---|-----|------|--|-----------------|-----------------|
| 1.                                      | 30  | Each | Sierra Wireless GX440W Modem<br>LTE with 802.11 b/g/n Access Point   | \$ _____        | \$ _____        |
| 2.                                      | 30  | Each | Quad Band (Cell/GPS/WiFi/700i) Antenna   | \$ _____        | \$ _____        |
| 3.                                      | 30  | Each | Tri Band 700-800-1900 MHz Antenna  | \$ _____        | \$ _____        |
| 4.                                      | 30  | Each | Technical Programming Support<br><i>Includes:</i><br>_____<br>_____<br>_____   | \$ _____        | \$ _____        |
| 5.                                      |     |      | Proposer to list discount off the manufacturer's list price for future purchases of similar wireless communication modems, peripheral equipment, accessories, and services:<br>% _____ |                 |                 |
| FREIGHT F.O.B. Destination: Yakima, WA: |     |      |  | <b>Included</b> | <b>Included</b> |
| SUBTOTAL:                               |     |      |  |                 |                 |
| TAX (Destination Based) @ 8.2%:         |     |      |  |                 |                 |
| GRAND TOTAL:                            |     |      |  |                 |                 |

**DELIVERY:**

We (I) will deliver complete the above articles within \_\_\_\_\_ days from receipt of order and at prices and terms specified unless otherwise noted.

## **NON-COLLUSION DECLARATION**

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

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

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

**CITY OF YAKIMA**

**SIGNATURE SHEET  
RFP No. 11336-P**

The Proposer 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 \_\_\_\_\_% \_\_\_\_\_

**\*\*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** 

**CITY OF YAKIMA  
GENERAL PROVISIONS FOR TRANSIT CONTRACTS  
(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 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. 2<sup>nd</sup> St.  
Yakima, WA 98901*

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

**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 of any such delays (acts of God, etc.) the date of delivery will be extended for a period equal to the time lost due to the reason for delay.

---

**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 12, 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. This requirement shall be in addition to whatever other requirements are imposed by law or regulation.

---

**17. Public Disclosure**

The City shall promptly notify Vendor of any requests for public disclosure of documents pursuant to Chapter 42.56 Revised Code of Washington (RCW) which may require disclosure of documents and information supplies under this order. Vendor shall be responsible for and bear the costs of taking legal action to prohibit disclosure of such documents and information and shall indemnify and save the City harmless from any and all cost, liability, penalty and expense related to the City's failure to disclose. In no event shall the City be liable for breach of this order should a court order that such documents and information be, and the same are disclosed.

---

**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 elapsed between the date of delivery and discovery of the violation. Violation of this clause may result in the removal of the offending vendor's name from the City 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, 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. 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.

---

**30. 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.

---

**31. 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.

---

**32. 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.

---

**33. 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, 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.

---

**34. 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.

---

**35. 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.

---

**36. 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.

---

**37. Entire Agreement**

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

---

**38. Protest Against Award**

The City of Yakima shall consider all protests or objections regarding the award of a contract, whether submitted before or after award. If the protest is oral and the matter cannot otherwise be resolved, written confirmation of the protest must be provided by the complainant to the City Purchasing Manager. Upon receipt of an oral or written protest by the Purchasing Manager:

**Step I** - Division Manager and Purchasing Manager try resolving matter with protester.

**Step II** - If unresolved, the protest matter is put before the Department Head by the division.

**Step III** - If unresolved, the protest matter is put before the City Manager.

**Step IV** - If unresolved, the protest matter is put before the Transit Committee (if applicable) by the City Manager.

**Step V** - If unresolved, the protest matter is put before the full City Council by the Transit Committee (if applicable).

**Step VI** - If the bid is a Transit Division Bid and the protest matter is not resolved at the local level to the satisfaction of the protester; then, depending on the matter protested, the protester may file a formal protest with the Federal Transit Administration or any other federal agency concerning the alleged specific violation and shall be provided the guidelines for such filing.

---

**39. Protest Before Award**

The City shall require written confirmation of an oral protest. The written confirmation must be submitted seven (7) business days prior to award and the protester must be informed by the City that award will be withheld until the specified time. If the written protest is not received by the time specified, the oral protest shall be disregarded by the City and the award made in the normal manner.

The notice of protest and its basis shall be given to all affected bidders. When the City determines to withhold award pending disposition of a protest, bidders whose bid might become eligible for award shall be requested to extend the time for acceptance (with consent of sureties, if any). To avoid the need for re-advertisement, the request for extension shall be made prior to the expiration of the acceptable period.

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:

- 1) The supplies or services to be contracted for are urgently required;
- 2) Delivery or performance will be unduly delayed by failure to make award promptly;
- 3) 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.

NOTE: If an award is made while a protest is pending, such award does not assure federal funding, if applicable, in the event the protest is upheld.

---

**40. Protest After Award**

Vendors may appeal or protest a proposal award as soon as practical following the award, but no later than five (5) business days following notification of the award.

When an award has been made, the Contractor shall be provided the notice of protest and the basis for the protest. If it appears likely that the award will be invalidated and a delay in receiving the supplies or services is not prejudicial to the City's interest, the City shall consider a mutual agreement with the Contractor to suspend performance at no cost to the City.

When award is made to other than the apparent low bidder, the City must promptly notify the unsuccessful lower bidders that their bids were rejected. The notification shall state the reasons for rejection. In addition, notification that an award has been made to another firm shall be given immediately to all unsuccessful bidders.

---

**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 42.56 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.

---

**SAMPLE AGREEMENT  
CITY OF YAKIMA  
RFP 11336-P**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, between the City of Yakima ("City"), and \_\_\_\_\_, ("Contractor").

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

**1. Compensation:**

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

**2. Scope of Work:**

The Contractor shall perform the work according to the procedure outlined in the specifications & Request for Proposals 11336-P attached hereto & incorporated herein.

**3. 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 proposal.

**4. Changes:**

Any proposed change in this contract shall be submitted to the City of Yakima Purchasing Manager for her prior approval and she will make the change by a contract modification. Any oral statement or representation changing any of these terms or conditions is specifically unauthorized and is not valid.

**5. Agency Relationship between City and Contractor:**

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

**6. Successors and Assigns:**

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

**7. Property Rights:**

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

**8. Work Made for Hire:**

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

**9. Compliance with Law:**

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

**10. Federal Requirements and Changes:**

The Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives. The Contractor's failure to so comply shall constitute a material breach of this Agreement.

**11. Federal Funding:**

On the basis of the federal funding that is part of the funding package for the services provided by the Contractor under the Agreement, and to assure compliance with all federal regulations associated with services compensated with federal funds, in addition to the terms of the primary Agreement, the Contractor must also comply with the specific provisions of the attached **Federal Funding Agreement**, attached hereto as **Exhibit A** and fully incorporated herein. If there is any conflict between the terms expressed in the primary Agreement and those set forth in Exhibit A, the terms and conditions in Exhibit A shall prevail.

**12. Hold Harmless:**

Contractor shall, and hereby agrees to, release, save, otherwise hold harmless and indemnify the City of Yakima from claims, demands, damages, actions, causes of actions or other liability, injury, or harm caused by act or omissions, foreseen or unforeseen, negligent or otherwise, that would otherwise befall said City arising out of the Contractor's implementation of the terms of this contract.

**13. Commercial Liability and Professional Liability Insurance:**

The Contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability and professional liability coverage with insurance carriers admitted to do business in the State of Washington. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability and Professional Liability:

|                        |             |                  |
|------------------------|-------------|------------------|
| Combined Single Limit: | \$1,000,000 | Per Occurrence   |
|                        | \$2,000,000 | Annual Aggregate |

The City of Yakima, its agents, elected and appointed officials, volunteers and employees are to be listed as additional insureds under the policies.

The Contractor will provide a Certificate of Insurance to the City as evidence of coverage. The insured will provide the City with 30-days notice of cancellation in the event coverage is terminated during the term of this Contract. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The Contractor shall also maintain worker's compensation through the State of Washington.

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

This Certificate of insurance shall be provided to the Purchasing Manager, prior to commencement of this work. A sample is attached.

**14. Contract Documents:**

This Agreement, the Request for Proposals, Scope of Work, conditions, addenda, and modifications and the Contractor's proposal (to the extent consistent with Yakima Transit's documents) constitute the Contract Documents and are complementary. Specific Federal and State laws and the terms of this Agreement, in that order respectively, supersede other inconsistent provisions. These Contract Documents are on file in the Office of the Purchasing Manager, 129 No. 2<sup>nd</sup> St., Yakima, WA, 98901, and are hereby incorporated by reference into this Agreement.

**15. Governing Law:**

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

**16. Venue:**

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

**17. Authority:**

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

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

CITY OF YAKIMA

CONTRACTOR

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

BY \_\_\_\_\_  
Authorized Representative

ATTEST:

\_\_\_\_\_  
Address  
\_\_\_\_\_

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

*Federal Certifications and Assurances*

It is hereby understood that this application and attachments hereto, when approved and signed by all concerned parties as indicated, shall constitute an agreement by and between the applicant organization to perform in accordance with the terms of this application and attachments, taken as a whole. This agreement is based on guidelines found in the Common Rule, the Office of Management and Budget (OMB) Circular A-102, in order to standardize and simplify federal grants.

- 1) **REPORTS** – The CONTRACTOR shall submit quarterly reports, a final report at end of the project, and submit special reports as outlined in the Project Agreement.
- 2) **COPYRIGHTS, PUBLICATIONS, AND PATENTS** – Where activities supported by this project produce original copyright material, the CONTRACTOR may copyright such, but the CITY reserves nonexclusive and irrevocable license to reproduce, publish, and use such materials and to authorize others to do so. The CONTRACTOR may publish, at its own expense, the results of project activities without prior review by the CITY, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by the CITY. Any discovery or invention derived from work performed under this project shall be referred to the CITY, who will determine whether patent protections will be sought, how any rights will be administered, and other action required to protect the public interest.
- 3) **TERMINATION** – This project agreement may be terminated or fund payments discontinued or reduced by CITY at any time upon written notice to the CONTRACTOR due to non-availability of funds, failure of the CONTRACTOR to accomplish any of the terms herein, or from any change in the scope or timing of the project.
- 4) **FISCAL RECORDS** – Complete and detailed accounting records will be maintained by the CONTRACTOR of all costs incurred on this project, including documentation of all purchases of supplies, equipment, and services; travel expenses; payrolls; and time records of any person employed part-time on this project. Federal, state, or CITY auditors shall have access to any records of the CONTRACTOR. These records shall be retained for three years after the final audit is completed or longer, if necessary, until all questions are resolved.
- 5) **FUNDING** – The CONTRACTOR will utilize funds provided to supplement and not to supplant state and local funds otherwise available for these purposes. Funds are to be expended only for purposes and activities approved in the project agreement. Reimbursement will be made periodically by CITY based on approved requests for reimbursement. If matching funds are required, the CONTRACTOR will expend them from nonfederal sources, which must be spent not later than 30 days following the completion of the project.
- 6) **COST PRINCIPLES AND GRANT MANAGEMENT** – The allowability of costs incurred and the management of this project shall be determined in accordance with OMB 2 CFR Part 225 and 49 CFR Part 18 for state and local agencies, OMB Circulars A-21 and A-110 for educational institutions, and OMB Circular A-122 for nonprofit entities.
- 7) **OBLIGATION FUNDS** – Federal funds may not be obligated prior to the effective date or subsequent to the termination date of the project period. Requests for reimbursement outstanding at the termination date of the project must be made within 30 days or those funds may not be paid.
- 8) **CHANGES** – The CONTRACTOR must obtain prior written approval from the CITY for major project changes including: changes of substance in project objectives, evaluation, activities, the project manager, key personnel, or project budget. The period of performance of the project, however, cannot be changed.
- 9) **INCOME** – Income earned by the CONTRACTOR with respect to the conduct of the project (sale of publications, registration fees, service charges, etc.) must be accounted for and income applied to project purposes or used to reduce project costs.
- 10) **BUY AMERICA ACT** – The CONTRACTOR will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)) which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased

with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

- 11) **PURCHASES** – Purchase of equipment or services must comply with state or local regulations. After the end of the project period, equipment should continue to be utilized for traffic safety purposes and cannot be disposed of without written approval of the CITY. The CONTRACTOR shall make and maintain an inventory of equipment to include descriptions, serial numbers, locations, costs or other identifying information, and submit a copy to the CITY.
- 12) **Third Party Participants** – No contracts or agreements may be entered into by the CONTRACTOR related to this project, which are not incorporated into the project agreement and approved in advance by the CITY. The CONTRACTOR will retain ultimate control and responsibility for the project. CITY shall be provided with a copy of all contracts and agreements entered into by the CONTRACTOR. Any contract or agreement must allow for the greatest practical competition and evidence of such competition or justification for a negotiated contract or agreement shall be provided to the CITY.
- 13) **PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES** – The CONTRACTOR agrees to take all necessary and reasonable steps in accordance with Title 49, CFR, Subtitle A, Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontracts financed in whole or in part with federal funds.
- 14) **AMERICANS WITH DISABILITIES ACT** – In the performance of this agreement, the CONTRACTOR shall comply with the provisions of Title VI of Civil Rights Act of 1964 42 USC 200d, Section 504 of the Rehabilitation Act of 1973 29 USC 794 Chapter 49.60 RCW, and the Americans with Disabilities Act (42 USC § 12101, et seq.; PL 101-336), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27). The CONTRACTOR shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-Era and Disabled Veterans status, or the presence of any sensory, mental, or physical handicap in any terms and conditions of employment to induce taking affirmative action necessary to accomplish the objectives of this Act and denying an individual the opportunity to participate in any program provided by this agreement through the provisions of services, or otherwise afforded others.
- 15) **POLITICAL ACTIVITIES** – No funds, materials, equipment, or services provided in this project agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal loan or the entering in of any cooperative agreements.
- 16) **CERTIFICATION REGARDING FEDERAL LOBBYING** –

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 17) **SINGLE AUDIT** – State and local governments and nonprofit organizations that receive federal assistance are subject to the audit requirements of OMB Circular A-133.

- 18) **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT** –

The CONTRACTOR will report for each grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);
- The names and total compensation of the five most highly compensated officers of the entity if - of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity;
  - (i) The entity in the preceding fiscal year received—
    - (I) 80 percent or more of its annual gross revenues in Federal awards; and (II) \$25,000,000 or more in annual gross revenues from Federal awards; and (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by the Office of Management and Budget in subsequent guidance or regulation.

- 19) **SEAT BELT POLICY** – No funds, materials, property, or services will be provided to any political subdivision that does not have a current and actively enforced policy requiring the use of seat belts.

- 20) **POLICY TO BAN TEXT MESSAGING WHILE DRIVING** – The CONTRACTOR are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving including policies to ban text messaging while driving.

- 21) **DRUG FREE WORKPLACE** – In accordance with the Anti-Drug Act of 1988 41 USC 702-707 and Drug Free Workplace 42 USC 12644, CITY has the responsibility to ensure that unlawful manufacture, distribution, dispensing, possession or use of a controlled substance by any employees, grantees, and/or sub-grantees of the CONTRACTOR and/or any such activity is prohibited in the CONTRACTOR's workplace.

- 22) **DEBARMENT AND SUSPENSION** – The applicant certifies, by signature below, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**SAMPLE CERTIFICATES OF INSURANCE  
WITH ADDITIONAL INSURED ENDORSEMENT –  
GENERAL AND PROFESSIONAL**

**(SEPARATE ATTACHMENT(S)  
GENERAL – “PART I” & PROFESSIONAL – “PART II”)**

**FEDERALLY REQUIRED (FTA) CLAUSES  
(SEPARATE ATTACHMENT)**