

City of Yakima
NOTICE TO BIDDERS No. 11503

Notice is hereby given by the undersigned that sealed Bids will be accepted in the office of the Yakima City Clerk, Yakima City Hall, 129 N. 2nd Street, Yakima, Washington 98901 until the hour of **2:00:00 PM February 26, 2015**. At such time, Bids will be opened and publicly read for:

CRS-2P Bitumen (Liquid Asphalt)

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

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

Dated this 6th day of February, 2015.

Colleen Bailey, CPPO
Buyer II

*Publish on February 6th and February 7th, 2015

*YHR acct. 10949

*Do not include in advertisement



CITY OF YAKIMA **INVITATION TO BID # 11503**
COVER SHEET



THIS IS NOT AN ORDER

BID Release Date: February, 6th, 2015

Bid Receipt: Bid envelope must be sealed and plainly marked with due date, time, and Bid Number **11503**, and the words "DO NOT OPEN" and delivered to the address listed below. **Late Bids will be rejected.** Bids MUST be date and time stamped on or before the date and time listed below that the Bid is due. Bid openings are public. Bids shall be firm for acceptance for ninety (90) days from date of Bid opening, unless otherwise noted. **Deliver to:**

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

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

Bids Must be in the office no later than

February 26th, 2015 at 2:00:00 PM

Public Opening

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

Purchasing For:

City of Yakima
129 N 2nd Street
Yakima, WA 98908

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

Colleen Bailey, CPPO, Buyer II

Phone

(509) 576-6787

E-Mail Address

colleen.bailey@yakimawa.gov

PROJECT DESCRIPTION SUMMARY

To describe Liquid Asphalt CRS-2P Bitumen in sufficient detail to secure bids on comparable service and material.

Enter Prompt Payment Discount: _____% net _____ days

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

Delivery Details: FOB Destination

Check if you are a WMBE or DBE Vendor and list certification Number: _____

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

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

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

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

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

CONTENTS

I. GENERAL INFORMATION 5

 A. Purpose: 5

 B. Contracting Agency and Point of Contact: 5

 C. New and Unused: 5

 D. Best Modern Practices: 5

 E. Exceptions: 5

 F. More or Less: 6

 G. Delivery: 6

 H. Delivery Acceptance: 6

 I. Delivery of Unapproved Substitutions: 6

 J. Contract Term: 6

 K. Pricing and Discount: 6

 L. Price Increases: 7

 M. Price Decreases: 8

 N. Expansion Clause: 8

 O. Warranty: 8

 P. Warranty Coverage: 8

 Q. Permits: 8

 R. Regulations and Codes: 8

 S. Prompt Payment: 8

 T. Payments: 8

 U. Payment Method – Credit Card Acceptance: 9

 V. Acceptance of Terms: 9

 W. Sales Tax: 9

 X. Tax Revenues: 9

 Y. Clarifications and/or Revisions to Specification and Requirements: 9

 Z. Incurring Costs: 9

 AA. No Obligation to Contract: 10

 BB. Retention of Rights: 10

 CC. Points Not Addressed: 10

 DD. Force Majeure: 10

 EE. Other City/County Departments/Like Items Added: 10

 FF. Materials Bought from Different Supplier: 10

 GG. Termination - Convenience: 11

 HH. Termination - Cause: 11

 II. Re-Award: 11

 JJ. Errors and Omissions: 11

 KK. Changes: 11

| | | |
|------|--|----|
| LL. | Assignment: | 11 |
| MM. | Venue: | 11 |
| II. | PREPARING AND SUBMITTING A BID | 12 |
| A. | General Instructions: | 12 |
| B. | Submitting a Bid:..... | 12 |
| C. | Multiple Bids: | 12 |
| D. | Withdrawal of Bids: | 12 |
| III. | EVALUATION AND CONTRACT AWARD | 12 |
| A. | Preliminary Evaluation:..... | 12 |
| B. | Bid Evaluation:..... | 12 |
| C. | Offer in Effect for Ninety (90) Days:..... | 12 |
| D. | Protest Procedure:..... | 13 |
| IV. | TECHNICAL SPECIFICATIONS | 13 |
| A. | Technical Specification Analysis: | 14 |
| B. | Checkbox:..... | 14 |
| C. | Specifications:..... | 14 |
| D. | Unloading Equipment: | 15 |
| E. | Unit Prices/FOB: | 15 |
| F. | Demurrage Charges: | 15 |
| V. | SPECIAL TERMS AND CONDITIONS | 15 |
| A. | Prevailing Wages:..... | 15 |
| B. | Indemnification and Hold Harmless:..... | 16 |
| C. | Indemnity/Contractor's Liability Insurance:..... | 16 |
| D. | Hazardous Materials:..... | 18 |
| E. | Spill Clean Up: | 18 |
| F. | Inspection of Bidder's Facility: | 18 |
| | BID FORM..... | 19 |
| VI. | VENDOR QUESTIONNAIRE | 22 |
| | Certificate of Insurance SAMPLE..... | 24 |

Invitation to Bid # 11503
Liquid Asphalt CRS-2P Bitumen

I. GENERAL INFORMATION

A. Purpose:

It is the intent and purpose of these specifications to describe **Liquid Asphalt CRS-2P Bitumen** in sufficient detail to secure bids on comparable service and material. All parts, which are necessary in order to provide a complete unit, ready for operation, shall be included in the bid and shall conform in strength, quality of workmanship and material to that which is usually provided the trade in general. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the bidder.

B. Contracting Agency and Point of Contact:

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

C. New and Unused:

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

D. 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.

E. Exceptions:

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

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

F. More or Less:

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

G. Delivery:

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

All bidders shall have sufficient tank and mixing facilities to meet the specification and time scheduling requirements of the City of Yakima.

H. Delivery Acceptance:

Delivery will be accepted by the location specified at time of order in the City of Yakima, FOB Equipment Rental Division, 2301 Fruitvale Boulevard, Yakima, Washington, 98902, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, ready for regular and safe operation. The successful Vendor's personnel making the delivery shall instruct City personnel in maintenance and proper operation of the equipment prior to their departure from the delivery site. All equipment shall have complete pre-delivery setup and service.

****Delivery to stockpile is not prevailing wage****

****Delivery to worksite requires prevailing wage****

I. 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.

J. Contract 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.

K. Pricing and Discount:

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

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

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

L. Price Increases:

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

Requests for Rate Increases must be delivered to the Buyer listed on Page 2, in accordance with the rules below. No other employee may accept a rate increase request on behalf of the City. 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 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.

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 Purchasing Manager; and must also be:

- The direct result of increases at the manufacturer's level (or if Bidder is a supplier of a raw material delivered directly to the City such as brass, the increase must be verified at the supplier level).
- Incurred after contract commencement date.
- Not produce a higher profit margin than that on the original contract.
- Clearly identify the items impacted by the increase.
- Be filed with Purchasing Manager a minimum of thirty (30) calendar days before the effective date of proposed increase.
- Be accompanied by detailed documentation acceptable to the Purchasing Manager sufficient to warrant the increase.
- Should not deviate from the original contract pricing scheme/methodology.

M. Price Decreases:

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

N. Expansion Clause:

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

O. Warranty:

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

P. Warranty Coverage:

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

Q. Permits:

All necessary permits required to perform work are to be supplied by the Contractor at no addition cost to the City.

R. Regulations and Codes:

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

S. Prompt Payment:

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

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

T. Payments:

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

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

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

Surcharges for fuel, delivery/hauling, hazardous material disposal, environmental fees or similar will not be allowed. Relevant charges for these items shall be included in the base bid price.

U. Payment Method – Credit Card Acceptance:

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

V. Acceptance of Terms:

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

W. Sales Tax:

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

X. Tax Revenues:

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

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

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

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

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

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

Z. Incurring Costs:

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

AA. No Obligation to Contract:

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

BB. Retention of Rights:

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

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

CC. Points Not Addressed:

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

DD. Force Majeure:

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

EE. Other City/County 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.

FF. Materials Bought from Different Supplier:

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

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

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

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

GG. 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.

HH. 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 Bidder are deemed by the City to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in this agreement.

II. Re-Award:

When the contract is terminated by the vendor upon thirty (30) days notice as herein provided, the City, 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.

JJ. 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.

KK. Changes:

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

LL. Assignment:

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

MM. 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. This Agreement shall be governed by the laws of the State of Washington.

II. PREPARING AND SUBMITTING A BID

A. General Instructions:

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

B. Submitting a Bid:

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

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

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

C. Multiple Bids:

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

D. Withdrawal of Bids:

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

III. EVALUATION AND CONTRACT AWARD

A. Preliminary Evaluation:

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

B. Bid Evaluation:

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

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

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

D. Protest Procedure:

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

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

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

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

Award Announcement:

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

Award Regardless of Protest:

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

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

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

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

IV. TECHNICAL SPECIFICATIONS

The Bidder must provide a detailed description of each major component of their proposed system. At a minimum, these descriptions shall take into consideration the specifications

outlined in this Technical Specifications section. Bidders are reminded to provide point-by-point responses to all specifications. Any additional work found necessary that is not specified in this Bid specification shall be listed on a separate sheet entitled "Additional Materials/Labor Required".

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

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

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

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

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

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

A. Technical Specification Analysis:

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

B. Checkbox:

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

| Item # | Specification | Specification | | Comments |
|--------|---|--------------------------|--------------------------|----------|
| | | Yes | No | |
| 1 | Specifications: The applicable standards and specifications for liquid asphalt shall be as specified in the 2015 edition of Washington State Department of Transportation publication “Standard Specifications for Road, Bridge, and Municipal Construction” and Section 9-02.1(6) A. This publication is available from DOT’s website or by calling their Engineering Publications Office at (360) 705-7430. | <input type="checkbox"/> | <input type="checkbox"/> | |

| | | | | |
|---|--|--------------------------|--------------------------|--|
| | http://www.wsdot.wa.gov/publications/manuals/fulltext/M4_1-10/2015Amended4-7-2015.pdf | | | |
| | A certificate shall be furnished with each load of asphalt stating that it meets the State of Washington standard specifications. | | | |
| 2 | Unloading Equipment: The Bidder is required to have suitable unloading equipment available each working day from 8:00 a.m. to 4:00 p.m. | <input type="checkbox"/> | <input type="checkbox"/> | |
| 3 | Unit Prices/FOB: Unit prices bid shall be net exclusive of all taxes; and must include all transportation, delivery and unloading costs fully prepaid F.O.B. destination, inside delivery. | <input type="checkbox"/> | <input type="checkbox"/> | |
| 4 | Demurrage Charges: The successful bidder shall allow City of Yakima two (2) hours unloading time after the liquid asphalt reaches the scheduled road in each maintenance area/jobsite. The City of Yakima has entered a bid item for demurrage for hourly truck time beyond the two hour unloading time. Any demurrage charges the City is responsible for shall be prepaid by the Supplier and the Supplier shall bill the City accordingly. | <input type="checkbox"/> | <input type="checkbox"/> | |

V. SPECIAL TERMS AND CONDITIONS

The Owner intends to incorporate the following Special Terms and Conditions into any contract negotiated as a result of this BID. Failure of the successful Contractor to accept these terms and conditions in a contractual agreement may result in cancellation of the award.

A. Prevailing Wages:

The contractor will comply with all provisions of Chapter 39.12 RCW - Prevailing Wages on Public Work. **Prevailing Wages are required to be paid to truck drivers delivering to a Public Works Jobsite (does not apply to delivery to stockpile):**

The contractor will comply with all provisions of Chapter 39.12 RCW - Prevailing Wages on Public Work.

What about Owner/Operators?

An owner/operator does not need to pay themselves prevailing wages; HOWEVER, they do still need to pay their employees prevailing wages and file Intents and Affidavits with the Department of Labor and Industries, listing in section 3 of the form that they are Owner/Operator.

1. RCW 39.12.010 - The Prevailing Rate of Wage. Contact the Department of Labor and Industries, to confirm current prevailing wage rate for applicable workers on this particular public work project.
2. RCW 39.12.040 - Statement of Intent to Pay Prevailing Wages and an Affidavit of Wages Paid. Before an awarding agency may pay any sum due on account, it must receive a statement of Intent to Pay Prevailing Wages approved by the Department of Labor and Industries. Following final acceptance of a public work project, and before any final

money is disbursed, each contractor and sub-contractor must submit to the awarding agency an Affidavit of Wages Paid, certified by the Department of Labor and Industries.

3. RCW 39.12.070 - Fees Authorized for Approval Certification and Arbitrations. Any fees charged by the Department of Labor and Industries for approvals or fees to cover costs of arbitration conducted shall be the responsibility of the contractor.

The State of Washington prevailing wage rates applicable for this public works project, which is located in Yakima County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is February 26, 2015. A copy of the applicable prevailing wage rates are also available for viewing at the office of the Owner, located at 129 N 2nd Street, Yakima, WA 98901. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project.

B. Indemnification and Hold Harmless:

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

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

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

C. Indemnity/Contractor's Liability Insurance:

1. The Service Provider agrees to indemnify and save harmless the City, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance or any service hereunder.

2. The Service Provider shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.

3. Contractors Liability Insurance: The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general 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. At all times during the life of this contract, Contractor

agrees to maintain, on a primary and non-contributory basis and at its sole expense, the insurance coverages, limits, and endorsements noted below. All such insurance shall not be subject to any deductible or self-insured retention (SIR). There shall be no cancellation, material change, reduction in limits or intent not to renew the insurance coverage(s) without 30 days written notice from the contractor or its insurer(s) to City. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

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

The City of Yakima/Yakima County, its agents, employees, authorized volunteers; elected and appointed officials are included as Primary/Non-Contributory additional insureds.

If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and City of Yakima/Yakima County shall be named as an additional insured for such higher limits.

The Contractors' insurance coverage shall be primary insurance with respect to those who are Additional Insureds under this agreement. Any insurance, self-insurance or insurance pool coverage maintained by the City/County shall be in excess of the Contractor's insurance and shall not contribute to it.

The contractor will provide a Certificate of Insurance to the City/County as evidence of coverage. A copy of the additional insured endorsement attached to the policy will be included with the certificate. This Certificate of insurance shall be provided to the Purchasing Manager, prior to commencement of this work.

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/County to terminate the contract.

The contractor shall also maintain workers compensation through the State of Washington.

4. Contractor's Waiver of Employer's Immunity under Title 51 RCW. Contractor intends that its indemnification, defense, and hold harmless obligations set forth above in section A. shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, to the extent necessary to fully satisfy the Contractor's indemnification, defense, and hold harmless obligations set forth above in section A, Contractor specifically waives any immunity granted under Title 51 RCW, and specifically assumes all

potential liability for actions brought by employees of the Contractor against the City/County and its officers, employees, agents, and volunteers. The parties have mutually negotiated this waiver. Contractor shall similarly require that its subcontractors, and anyone directly or indirectly employed or hired by Contractor, and anyone for whose acts Contractor may be liable in connection with its performance of this Agreement to comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought their respective employees. The provisions of this section shall survive the expiration or termination of this Agreement.

5. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City/County, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

D. 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.

E. Spill Clean Up:

The Contractor shall be responsible for all costs resulting from spillage attributable to their negligence, which may occur during transit or unloading operations. The Contractor shall immediately report and clean up any spillage. If Contractor fails to perform the above actions, the City/Owner shall take corrective action and back-charge the Contractor for all related costs.

F. Inspection of Bidder's Facility:

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

BID FORM

INVITATION TO BID NO. 11503

TO BIDDER:

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

Quote your lowest price for the following:

| SCHEDULE 1 | | | | |
|--|--|-----------------|-----------------------|----------------------------------|
| Item No. | Description | Qty | Price Per Unit | Total Price (without tax) |
| 1. | CRS-2P Bitumen (Liquid Asphalt) | 750 Tons | \$ _____ | \$ _____ |
| SCHEDULE 2 | | | | |
| 2. | Demurrage Hourly Rate Mon-Fri 8 am to 4pm | | \$ _____ | |
| 2a. | After Hours Demurrage Hourly Rate | | \$ _____ | |
| List discount offered off list price for any other items not specifically listed | | | _____ % | |
| WA STATE SALES TAX – Destination Based @ 8.2% or 7.9% | | | | |
| Required Delivery 1 Day ARO | | | | |

SPILL PREVENTION

YOU MUST FILL OUT THIS QUESTIONNAIRE AND SUBMIT IT WITH YOUR BID IF YOU ARE OFFERING A PRICE ON LIQUID ASPHALT. FAILURE TO COMPLETE THE QUESTIONNAIRE MAY BE SUFFICIENT GROUNDS FOR REJECTION OF BID.

SAFETY QUESTIONNAIRE

1. IS LIQUID ASPHALT SHIPPED ON RADIO-EQUIPPED TRUCKS? YES NO

2. WHAT SAFETY EQUIPMENT IS CARRIED ON THE DELIVERY TRUCKS?

A. _____

B. _____

3. WHAT IS YOUR UNLOADING PROCEDURE (USING THE ABOVE LISTED SAFETY EQUIPMENT)?

4. WHAT EMERGENCY TRAINING WILL THE DRIVERS RECEIVE?

NAME OF COURSE: NUMBER OF HOURS: DATE OF TRAINING:

1. _____

2. _____

5. WHAT PROCEDURES ARE PROPOSED FOR EMERGENCIES OR SPILLS DURING TRANSPORT?

1. _____

2. _____

3. _____

6. WHO IN THE SUPPLIER'S ORGANIZATION DO WE CONTACT IN CASE OF EMERGENCY?

(NAME, POSITION, PHONE NUMBER)

Personnel Inventory Form
*** To Accompany Bid Proposal ***

Firm Name: _____ Contact: _____

Address: _____ Phone Number: _____

City: _____ State: _____ Zip: _____

Type of Service Provided: _____

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

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

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

Goals for minorities and women employees in the contractor's and subcontractor's workforce are 10% combined. Contractors and subcontractors do not have to fire or lay off employees to meet these goals, however, if new employees are hired, it shall be an obligation to make a good faith effort to hire qualified minorities and women.

VI. VENDOR QUESTIONNAIRE

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

VENDOR INFORMATION

Bidder's Legal Name: _____

Company's dba: (if applicable) _____

CEO/President
Name: _____

Business
License No. _____

UBI No. _____

Federal
EIN No. _____

Phone () _____

Toll Free Phone () _____

FAX () _____

E-Mail Address _____

Mailing Address _____

City _____

State _____

Zip + 4 _____

Physical Address _____

City _____

State _____

Zip + 4 _____

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

Name _____

Title _____

Phone () _____

Toll Free Phone () _____

FAX () _____

E-Mail Address _____

Mailing Address _____

City _____

State _____

Zip + 4 _____

Physical Address _____

City _____

State _____

Zip + 4 _____

BIDDER: _____

OWNERSHIP

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

Please explain: _____
