

Yakima County



Bid Documents & Specifications For Bid No. C11401

Lube and Oil Services – ER&R and Sheriff's Office

Bid Documents

Notice to Bidders
Bid Form
Non-Collusion Declaration
Signature Sheet
Contractor Qualification Statement
Bidder's Checklist

Specifications

General/Special/Technical
General Provisions

Contract Documents

Sample Contract
Sample Certificate of Insurance
With Additional Insured Endorsement

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

February 4, 2014

**BOARD OF YAKIMA COUNTY COMMISSIONERS
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN by the undersigned that sealed Requests for Bids will be accepted until **Thursday, February 18, 2014 @ 11:00 a.m.**, in the Yakima County Commissioners Office, 128 North Second Street, Room 232, Yakima, Washington for:

**Lube & Oil Services
For ER&R and Sheriff's Office**

Proposals shall be:

- (1) Sealed.
- (2) Plainly marked: Bid No C11401
- (3) Addressed: Yakima County Courthouse
Board of Yakima County Commissioners
Attn: Tiera Girard, Clerk of the Board
128 North Second Street, Room 232
Yakima, Washington 98901
- (4) Bids must be in the Office of the Yakima County Commissioners on or before the bid time of 11:00 a.m. on Thursday, February 18, 2014, and will be opened shortly thereafter across the street at City Hall, since City/County functions are now merged.

Specifications may be seen at the office of the Purchasing Manager, City of Yakima, 129 North Second Street, Yakima WA and/or the office of Clerk of the Board of Yakima County Commissioners, Yakima County Courthouse, 128 North Second Street, Room 232, Yakima, WA

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

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

DONE this 4th day of February 2014.

(Seal)

Tiera Girard, Clerk of the Board

Publish: *Yakima Herald-Republic*: February 4, 2014

INVITATION TO BID -- NOT AN ORDER

BID NO: C11401

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

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

DATE: February 4, 2014

VENDOR _____

BIDS WILL BE RECEIVED

ADDRESS _____

UNTIL 11:00 a.m. February 18, 2014

BID OPENING 11:00 a.m. February 18, 2014

TO BIDDER:

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

Lube & Oil Services – ER&R and Sheriff's Office				
Bidder offers to provide the following Lube & Oil Services for Yakima County ER&R and Yakima County Sheriff's Office Fleet. Yakima County reserves the right to make a multiple award based on the best value and geographical location.				
SCHEDULE I				
ITEM NO.	QTY	UNIT	DESCRIPTION	TOTAL
1.	1	Each	Flat Rate Price Per Lube, Oil & Oil Filter Change: (Flat Rate Price to include a maximum of 5 quarts of oil. Any additional quarts <u>IF NEEDED</u> will be paid for separately).	\$ _____
			Sales Tax @ _____%	\$ _____
			Total Bid	\$ _____
2.	1	Each	Price for each additional quart of oil beyond 5 quarts:	\$ _____
Note: Please provide a sample record form with your quote. (See page 13-G)				

TO THE BUYER OF THE CITY OF YAKIMA/YAKIMA COUNTY:

DELIVERY: WE (I) WILL START WORK UNDER THIS CONTRACT WITHIN _____ DAYS FROM AWARD OF CONTRACT AND AT PRICES AND TERMS SPECIFIED UNLESS OTHERWISE NOTED.

NON-COLLUSION DECLARATION

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

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid is submitted.
2. That by signing the signature page of this bid, I am deemed to have signed and have agreed to the provisions of this declaration.

SIGNATURE SHEET
Bid No. C11401
Lube and Oil Services

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

PROMPT PAYMENT DISCOUNT TERMS OFFERED _____% net _____ days

****Receipt is hereby acknowledged of addendum(s) No. (s) _____, _____ & _____.**

SIGNATURE OF AUTHORIZED OFFICIAL(S)

Firm Name

Address

Sign Name

Print Name

Date Signed

Phone Number

Fax Number

E-Mail Address

PROPOSAL MUST BE SIGNED →

BIDDER QUALIFICATION STATEMENT

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

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

Telephone: _____

- II. Number of years Bidder has been engaged in vehicle maintenance business: _____

- III. The Bidder as a Contractor has never failed to satisfactorily perform a contract awarded to him except as follows: (Name of any and all exceptions and reasons thereof)

- IV. Please check the following type of business that corresponds with your company:

_____ Service Station	_____ Specialty
_____ Repair Garage	(Specify) _____
_____ Tire Service	
_____ Dealer	

V. References: Bidder must have satisfactorily completed or currently maintained three (3) vehicle maintenance service contracts in the last five (5) years:

1. Location and for whom performed:

Telephone: _____ Contact Person: _____

2. Location and for whom performed:

Telephone: _____ Contact Person: _____

3. Location and for whom performed:

Telephone: _____ Contact Person: _____

VI. Guarantee/Warranty

Bidder shall state terms and conditions of guarantee/warranty, for parts and labor:

VII. Affiliations: ASA _____ , BBB _____ ,

Other, _____

VIII. Facility Description: Sq. Ft. of work area: _____ , # of service bays: _____ ,

Other: _____

IX. Oil/Lubricants Proposed:

State brands and weights, list lubricants available (see page 8-B). Chevron or approved and acceptable equal.

Brands:

Weights:

Lubricants:

X. Parts: State brands proposed for the following items (see page 8-C). NAPA-WIX or approved and acceptable equal.

Parts Listed (pg. 10):

Brands Proposed:

Oil Filters

Air Filters

Fuel Filters

Transmission Filters

Hydraulic Filters

Anti Freeze

Lubrication Grease

Oil

Windshield Wiper Fluid

BIDDER'S CHECK LIST

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

- A. **Bid Form**
To be filled out, signed by bidder and submitted with bid. (Page 3)
- B. **Bid Signature Sheet**
To be filled out, signed by bidder and submitted with bid. (Page 5)
- C. **Bidder Qualification Statement**
To be filled out, signed by bidder and submitted with bid. (Pages 6-8)
- D. **Sample Record Keeping Form**
Page 13

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

- A. **Contract**
This agreement to be executed by the successful bidder. (Pages 15-18)
- B. **Certificate of Insurance**
Refer to attached Informational Certificate of Insurance and Additional Insured Endorsement. (Pages 23-24)

**YAKIMA COUNTY
ER&R AND SHERIFF'S OFFICE
BID No. C11401
LUBE AND OIL SERVICES SPECIFICATIONS**

I. GENERAL SPECIFICATIONS

A. Scope and Intent:

It is the intent of these specifications to describe Lube and Oil Services, for multiple locations, including Yakima County ER&R and Sheriff's Office, in sufficient detail to secure bids on comparable service. The lowest responsible/responsive bid(s) shall be awarded. Yakima County ER&R and Sheriff's Office seek bids to provide full-service lubrication and oil services for the County, servicing approximately 150 ER&R and 65 Sheriff's sedans, SUV's, pickups and minivans throughout each calendar year.

B. Term:

The period of this contract shall be for a period of one (1) year from its effective date. The County may, at its option, extend the contract on a year to year basis for up to four (4) 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 County 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 quote.

C. Right to Reject/Accept:

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

D. Right to Award/Multiple Award:

The Yakima County Purchasing Division reserves the right to make contract award or multiple contract awards on all groups of services listed on the bid form or award based on any group or based on any combinations of groups.

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

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

F. Standard Warranty:

Any materials and labor provided shall carry standard warranty coverage furnished by the trade in general.

G. Workmanship Clause:

Contractor warrants and guarantees to the County that the Work shall be performed in a manner consistent with industry standards for the performance of services of a similar nature. The Contractor warrants to the County that materials and parts furnished will be of good quality and new, that the Work will be free from defects, will be fully compatible with the existing materials and parts and that the Work will conform to all requirements. Work not conforming to these requirements, including substitutions (if allowed) not properly approved and authorized, may be considered defective.

The Contractor shall comply with recognized workmanship quality standards within the industry as applicable to each unit of Work. All references to standards whether for materials, parts, processes, assemblies, workmanship, performance, or similar purpose shall mean, unless otherwise noted, the most recent available published version of such standard. When reference is made to standards, the standards are to be made a part of this contract, and to have the same effect as if fully reproduced herein. It is a requirement that each category of trades person or installer performing the Work be qualified, to the extent of being familiar with applicable and recognized quality standards for that category of Work, and being capable of workmanship complying with those standards.

H. 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.

II. SPECIAL INSTRUCTIONS

A. Due Date:

Bid shall be submitted to and date stamped by the Office of the Yakima County Commissioners, 128 North Second Street, Room 232, Yakima, WA 98901, by **11 a.m., on February 18, 2014**, in a sealed envelope labeled Bid No. C11401 with the date and time of bid opening written on the face of it. If you plan on attending the bid opening, **DO NOT BRING YOUR BID WITH YOU INTO THE OPENING ROOM.** It must be received and date stamped by the Office of the Yakima County Commissioners.

B. Additional Work:

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

C. Equal/Approved Equal:

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

equipment bid on the face of their bid. Any equipment proposed as an equal to that herein specified must be substantiated with supporting data to justify such request for substitution.

D. Services Bought from Different Supplier:

Should the Contractor be unable to or refuse to supply service, on any given day, against this predetermined work schedule to which the Contractor has agreed and the County is forced to do the work with materials bought from a different Contractor, the difference in the Bid 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 contracted vendor holding the Bid award for these services.

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

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

Provided the City of Yakima/Yakima County Purchasing Manager is notified in writing by the contracted vendor of such pending or actual delay. In the event of any delay, the date of service completion shall be extended for a period equal to the time lost due to the reason for the delay.

E. 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/County safety codes.

F. Invoicing and Payments:

Invoicing must be created and managed locally. Contractor shall not utilize the billing services of a clearinghouse. All billings shall be separated by Yakima County ER&R and Sheriff's Office and only contracted prices shall be charged. To insure prompt payment each invoice should cite Bid Number C11401, purchase order number, County Department invoice is for, dates & description of service, vehicle number, 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 and (c) all papers required to be delivered for service. Vendor shall provide an original of the invoice. Each invoice shall be submitted as required by the contract. Sales tax is to be invoiced as a separate line item and at the rate applicable to location where service was performed. Vendor is to submit properly completed invoice(s) to:

- Yakima County Public Services Accounting, 128 N 2nd Street, Yakima WA 98901. (For ER&R)
- Sheriff's Office, Attn: Robert Udell, PO Box 1388, Yakima, WA 98907

G. Records:

Bidders should clearly describe the record-keeping system and forms. The County needs to have very clear, easy-to-read records of the lubrication work performed. The records must track the fleet number and mileage of the vehicle, date of service, services performed, and next service due dates. **Please provide a sample form with your bid.**

III. TECHNICAL SPECIFICATIONS

A. Frequency of Service:

Vehicles require routine lubrication services several times per year depending upon mileage or operating hours. For purposes of this request, Bidders should prepare the bid as though each vehicle will be serviced three to four times per year.

B. Full-Service Lubrication & Oil Service:

The following are services that must be included in your bid. These services include a routine oil/lube/filter, safety inspections, and normal preventive maintenance checks. :

- Change Oil and Filter using up to 5 quarts of new conventional oil (Old oil to be disposed of by vendor and all new filters provided by vendor). Vendor shall state number of brands and weights available and list what lubricants you will be using for this contract on contractor qualification statement. The County is currently using Chevron products. Vendor shall notify county of any potential incompatibilities.
- Lubricate Chassis, all grease fittings and critical points
- Wash Windshield
- Under hood visual Inspection
- Under Chassis Visual Inspection
- Check and Fill Transmission/Transaxle Fluid
- Check and Fill Clutch Reservoir
- Check and Fill Power Steering Fluid
- Check and Fill Differential Fluid (Front and Rear)
- Check and Fill Engine Coolant (may be at 50% dilution or more concentrated)
- Check and Fill Brake Fluid
- Check and Fill Washer Fluid (must be winterized 10/1 to 3/15)
- Check and Fill, Visually Inspect Battery
- Check and Inspect Air Filter
- Check and Inspect Air Breather
- Check and Inspect PCV Values, as needed

C. Parts/Fluids:

The vendor shall maintain an adequate stock of normal replacement parts/fluids and shall insure availability as required for the required work. In your bid (on the contractors qualification statement), you must specify the brand/model of all replacement supplies or parts that are intended and needed. The County is currently using NAPA-WIX filter products. Vendor must identify products to be used that are equal or better than those currently being used. The quality of your replacement parts and supplies should be the same as or equal to what the county is currently using.

Oil Filters
Fuel Filters

Air Filters
Transmission Filters

Hydraulic Filters
Lubrication Grease
Windshield Wiper Fluid

Anti Freeze
Oil

D. Disposal:

All fluids, used parts and oils must be disposed of in a safe and legal manner.

SAMPLE CONTRACT
YAKIMA COUNTY CONTRACT

THIS AGREEMENT is entered into this _____ day of _____, 2014, by and between Yakima County, Washington, hereinafter called “the County,” through the ER&R Department, 1216 S 18th Street, Yakima, Washington 98901 and Yakima County Sheriff’s Office, 1822 S 1st Street, Yakima, WA 98903 and _____, hereinafter called the “Contractor.”

1. **Purpose of Agreement:** The purpose of this Agreement is to provide Lube and Oil Services for the Yakima County ER&R Department and Yakima County Sheriff’s Office.
2. **Scope of Services:** Contractor shall, on behalf of the County, provide Lube and Oil Services, all as more particularly stated in the Invitation to Bid C11401 upon which this contract is based, a copy of which is attached to this contract and made a part of hereto

3. **Price:**
Rates to be as follows:

Flat Rate Price Per Oil and Oil Filter Change: \$ _____

(Flat Rate Price to include a maximum of 5 quarts of oil.
Any additional quarts **IF NEEDED** will be paid for separately).

Price for each additional quart of oil beyond 5 quarts: \$ _____

4. **Term:** This Agreement shall become effective on its execution by both the successful Contractor and the Yakima County Board of County Commissioners. The period of this contract shall be for a period of one year from its effective date. The County 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 County provides advance notice of the intention to not renew. Prices shall remain firm for the first twelve month period of the contract unless an exception is stated in the bid.

5. **LIABILITY INSURANCE REQUIREMENTS: (FOR TOWING/GARAGEKEEPERS)**

(A) The Service Provider agrees to indemnify and save harmless the County, 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.

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

(C) **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 Yakima County. The requirements contained herein, as well as Yakima County'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

Garage Liability: \$1,000,000 Minimum Limit

Garage Keepers Liability: \$ 200,000 Minimum Limit

Contractor is responsible for losses within the deductible amount.

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

The Contractors' insurance coverage shall be primary insurance as respect to those who are Additional Insured's under this agreement. Any insurance, self-insurance or insurance pool coverage maintained by the 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 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 County to terminate the contract.

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

(D) 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 10.1 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 10.1, 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 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.

(E) 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 County, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

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

***PLEASE NOTE**

Garage Liability, other than auto, is an acceptable substitute for Commercial General Liability and Garage Liability, any auto, is an acceptable substitute for Automobile Liability as long as it is at the required limits.

WA Stop Gap is not required for owner/operator firms with no employees.

6. **Hold Harmless:** All contracted activities to be rendered or performed under this Agreement shall be performed or rendered entirely at the Contractor's own risk and the Contractor expressly agrees to defend against claims or lawsuits and hold harmless the County and all of its officers, agency, employees, or otherwise, from any and all liability, loss or damages to any and all persons or property, costs or judgments against the County which result from, arise out of or are in any way connected with the contracted activities to be performed by the Contractor or its subcontractors under this Agreement.

7. **Modification:** No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties.

8. **Venue Stipulation:** This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is understood and agreed that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance.

Any action at law, suit in equity, or other judicial proceeding from the enforcement or breach of this Agreement or any provision hereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Yakima County, Yakima, Washington.

9. **Service Delivery:** The Contractor shall perform Lube and Oil Services under this Agreement in accordance with the policies and specifications delineated in the Scope of Services, which is attached hereto and incorporated as a part hereof. The County specifically reserves the right to set limit on the amount of services to be provided by the Contractor based upon the County's budget.

10. **Extent of Agreement:** This Agreement, along with the Invitation to Bid C11401, Scope of Services, Acknowledgements, Technical Proposal, Technical Plan, Firms response, and any and all Exhibits and Attachments constitutes the entire agreement between the parties, and supersedes any prior negotiation, agreement or understandings.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written.

CONTRACTOR

**BOARD OF YAKIMA
COUNTY COMMISSIONERS**

Signature

Kevin J. Bouchey, Chairman

Signer's name printed or typed

J. Rand Elliot, County Commissioner

Date

Michael D. Leita, County Commissioner

*Constituting The Board of County Commissioners for
Yakima County, Washington*

Date

Approved as to form:

Attest:

Deputy Prosecuting Attorney

Tiera L. Girard
Clerk of the Board

**YAKIMA COUNTY
GENERAL PROVISIONS
(A PART OF ALL INVITATION TO BID 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 County 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 County 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. Yakima County 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 Yakima County 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/County Purchasing Manager. The acceptance by the County of later performance with or without objection or reservation shall neither waive the County's right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by

Vendor. All quotations shall include delivery F.O.B. destination, freight pre-paid, unless otherwise stated in this "Bid Call" or "Invitation to Quote" at the designated address set forth in the proposal given to each bidder. When shipping addresses specify room identification, Vendor shall make such delivery thereto without additional charge. If the County 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 County as a separate item on the invoice for said charges. It is also agreed the County 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 address specified at the time of order

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 County, and such loss, injury, or destruction shall not release Vendor from any obligation hereunder.

10. Force Majeure

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

11. Rejection

All goods and any services purchased in this order are subject to approval by the County. Rejection of goods or services, resulting because of nonconformity to the terms, conditions, and specifications of this order, whether held by the County or returned, will be at Vendor's risk and expense.

12. Approximate Quantity

The quantities listed are the County's current approximate requirements. Yakima County will neither be obligated by, nor restricted to, these quantities and may increase or decrease any item(s) ordered under this contract and pay according to the unit prices quoted in the Bid/Quote. If it is agreeable to both parties and prices have not changed and the same unit/materials are still available, additional units/materials may be ordered within 12 months of the signing of the original agreement.

13. Cooperative Purchasing

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The County 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 County, 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 County with copies of Material Safety Data Sheets for such chemicals. These sheets shall be in the form then required by applicable law or regulation (See WAC 296-62-05413). This requirement shall be in addition to whatever other requirements are imposed by law or regulation.

17. Public Disclosure

Proposals shall become the property of Yakima County. All proposals shall be deemed a public record as defined in RCW 42.56 "Public Records." Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the Vendor, or is any way contrary to state public disclosure laws or this RFP will be declared non responsive and removed from consideration. Any information in the proposal that the successful Vendor desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated as described in Section Proprietary Information. The particular exception from disclosure upon which the Vendor is making the claim and the RFP page it is found on must be identified. RFP's will not be disclosed prior to release to potential respondents. With the exception of lists of prospective Vendors, Yakima County will not disclose RFP records until execution of the contract(s). At that time, all information about the competitive procurement will be available with the exception of: Proprietary/confidential portion(s) of the successful proposal(s), until the Vendor has an adequate opportunity to seek a court order preventing disclosure. Yakima County will consider a Vendor's request for exemption from disclosure; however, Yakima County will make a decision predicated upon RCW 42.56.

18. Warranties

Vendor warrants that all goods and services furnished under this order are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, are fit for the intended purpose of which such goods and services are ordinarily employed and if a particular purpose is stated in a Special Condition, the goods are then warranted as for that particular purpose. Vendor further warrants that no violation of any federal, state or local law, statute, rule, regulation, ordinance or order will result from the manufacturer, production, sale, shipment, installation or use of any other goods. Vendor's warranties (and any more favorable warranties, service policies, or similar undertaking of Vendor) shall survive delivery, inspection, and acceptance of the goods or services.

19. Re-Award

When the contract is terminated by the vendor upon 30 days notice as herein provided, the County may re-award the contract to the next most responsible bidder.

When a vendor is unable to supply goods and/or services to the County and is in breach of the contract, or when the contract is terminated by the County for cause as herein provided, the County reserves the right to re-award the contract to the next most responsible bidder.

20. Errors and Omissions

The County reserves the right to correct obvious ambiguities and errors in the Bidder's proposal and to waive non-material irregularities and/or omissions. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

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 County reveals that an item other than those covered by and specified in the contract have been ordered and delivered, the Purchasing Manager will take such steps as are necessary to have the item(s) returned to the contractor at no cost to the County regardless of the time lapsed between the date of delivery and discovery of the violation. Violation of this clause may result in the removal of the offending vendor's name from the County 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 County'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 their 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 County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The County is exempt from Federal Excise Tax. Where applicable, the County shall furnish a Federal Excise Tax Exemption certificate.

28. Non-Discrimination

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, age, marital status, disability, sex, sexual orientation or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, age, marital status, disability, sex, or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, advising the labor union or workers' representative of the contractor's commitment to non-discrimination, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will furnish all information and reports required by Yakima County and will provide on request evidence to substantiate compliance with non-discrimination clauses of this contract.
- E. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for any future Yakima County contracts.

29. 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.

30. Termination - Cause

The County 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 County 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 County may terminate this contract, with or without cause, upon thirty (30) days written notice to Contractor.

31. 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.

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 Yakima County. 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 Yakima County, 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 County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account 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 County, 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 County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County 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 Yakima County. 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 Procedure

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

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

Step II If still unresolved, within three (3) business days after receipt, the protest may be appealed to the Board of Yakima County Commissioners. The Board of County Commissioners shall make a determination in writing to the vendor.

Grounds for Protest

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

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

Protest Determination

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

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

Timeframe

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

Award Announcement

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

Award Regardless of Protest

When a written protest against making an award is received, the award shall not be made until the matter is resolved, unless the County 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 County.

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

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

39. 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.

40. Proprietary Material Submitted

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



TOWING

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Current Date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME Insurance Agent Information		
INSURANCE AGENT ISSUING CERTIFICATE ADDRESS	PHONE (A/C No. Ext.)	FAX (A/C No.)	
	E-MAIL ADDRESS		
INSURED ENTITY INSURED ADDRESS	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A: A-VII or better, admitted carrier		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR. LTR.	TYPE OF INSURANCE	AGET. INSR.	INSTR. WYD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		POLICY NUMBER	start date	stop date	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							GENERAL AGGREGATE \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY/AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS Hired AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		POLICY NUMBER	start date	stop date	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	UMBRELLA LIAB. <input type="checkbox"/> OCCUR EXCESS LIAB. <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$
	AGGREGATE \$						
	DED. <input type="checkbox"/> RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		POLICY NUMBER Stop Gap/EL Only	start date	stop date	WC STATUS: <input checked="" type="checkbox"/> TORY LIMITS <input checked="" type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
A	Cargo / on Hook Garagekeepers Liab.	X		POLICY NUMBER	start date	stop date	\$50,000 \$60,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Yakima and the County of Yakima, its agents, employees, authorized volunteers, elected and appointed officials are included as Primary/Non-Contributory additional insureds. See attached Additional Insured Endorsement.

CERTIFICATE HOLDER

CANCELLATION

City of Yakima/County of Yakima
Purchasing Department
129 N. 2nd Street
Yakima, WA 98901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SIGNATURE

COMMERCIAL GENERAL LIABILITY

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS
- SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

**The City of Yakima and the County of Yakima, its agents, employees,
authorized volunteers, elected and appointed officials are included as
Primary/Non-Contributory additional insured's.**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.