

**BOARD OF YAKIMA COUNTY COMMISSIONERS
NOTICE TO BIDDERS No. C11510**

NOTICE IS HEREBY GIVEN by the undersigned that sealed Bids will be accepted on **Thursday, November 12 @ 11:00 a.m.**, in the Yakima County Commissioners Office, 128 North Second Street, Room 232, Yakima, Washington for:

**Automatic External Defibrillators (AED) for
Emergency Medical Services (EMS) on Behalf of Yakima County Sheriff's Office**

Above per specifications. or approved and acceptable equal

Bids shall be:

- (1) Sealed.
- (2) Plainly marked: **BID C11510 AEDs for Yakima Co. Sheriff's Office**
- (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 due date of 11:00 a.m. on Thursday November 12, 2015 and will be opened and read shortly thereafter across the street at City Hall Council Chambers, since City/County procurement functions are now merged.
- (5) Yakima County reserves the right to reject any and all BID's. Yakima County 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, pregnancy, veteran status, 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.)

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.

The Board reserves the right to reject any and all Bids, or parts thereof.

DONE this 26th day of October, 2015

(Seal)

Tiera Girard, Clerk of the Board

Publish: *Yakima Herald-Republic: October 26, 2015*

**YAKIMA COUNTY INVITATION TO BID # C11510
COVER SHEET**

THIS IS NOT AN ORDER



BID Release Date: October 26, 2015

Bid Receipt: Bid envelope must be sealed and plainly marked with due date, time, and Bid Number **C11510**, 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:**

**Yakima County Courthouse
Board of Yakima County Commissioners
Attn: Tiera Girard, Clerk of the Board
128 North 2nd Street, Room 232
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

November 12, 2015 at 11:00:00 AM

Public Opening

Purchasing For:

Yakima County EMS on Behalf of Sheriff's Office
1822 S 1st Street
Yakima, WA 98903

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

Maria Mayhue, Senior Buyer

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

Phone

(509) 575-6094

E-Mail Address

maria.mayhue@yakimawa.gov

PROJECT DESCRIPTION SUMMARY

**Automatic External Defibrillators (AED) for
Emergency Medical Services (EMS) on Behalf of Yakima County Sheriff's Office**

Enter Prompt Payment Discount: _____% net _____ days

We/I will complete delivery within _____ days after receipt of order.
Delivery on or before December 15th is required.

Delivery Details: FOB Destination, Inside Delivery required

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 County 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 Yakima County in this Invitation to Bid and all terms of our Bid.

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

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Invitation to Bid # C11510
Automatic External Defibrillators (AED) for
Emergency Medical Services (EMS) on Behalf of Yakima County Sheriff's Office

II. GENERAL INFORMATION

1. Purpose:

It is the intent and purpose of these specifications to describe Automatic External Defibrillators (AED) in sufficient detail to secure bids on comparable units, equipment parts 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.

2. 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.

3. 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.

4. 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.

5. 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 bidder 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.

6. 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.

7. 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 County 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.

8. 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.

9. Delivery Acceptance:

Delivery will be accepted by Yakima County Sheriff's Office, FOB 1822 S 1st Street, Yakima, Washington, 98903, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, ready for regular and safe operation. The successful Bidder's personnel making the delivery shall instruct County 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.

10. 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 Vendor at no cost to the County 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 County mailing list for a period of up to three (3) years.

11. Contract Term:

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) day 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.

So that other unanticipated orders may be placed, or so that other entities may piggyback the resulting contract, prices shall remain firm for 12 months from receipt of contract award.

12. Pricing and Discount

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

- A. 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.
- B. 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 Vendor 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.

13. 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 (12) 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 County. Any invoice that is sent to the County with pricing above that specified by the County 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 County would seek reimbursement of the overpayment or would withhold such overpayment from future invoices.

- A. **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 County will automatically change in the same percentage as the discount rate to the County.
- B. **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 County 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.
 - The United States published indices such as the Producer Price Index or other government data may be referenced to help substantiate the Vendor's documentation. A link to the PPI Commodity Data is available at <http://data.bls.gov/PDQ/outside.jsp?survey=wp>.
 - The adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment.

14. 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 County, retroactive to the date they were effective to the bidder.

15. Expansion Clause:

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

16. 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.

17. Warranty Coverage:

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

18. Permits:

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

19. 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 County safety codes.

20. 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 County, 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

21. Payments:

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

Yakima County Sheriff's Office
1822 S 1st Street
Yakima, WA 98903

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.

22. Payment Method – Credit Card Acceptance:

The County, in its sole discretion, will determine the method of payment for goods and/or services as part of this agreement. The County's preferred method of payment is by procurement (credit) card. Respondents may be required to have the capability of accepting the County'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.

23. Acceptance of Terms:

Acceptance of a County 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.

24. Sales Tax:

Yakima County's Sales Tax rate is currently 7.9%. However the amount of sales tax will not be considered in determining which bid is the lowest and best bid.

25. Tax Revenues:

RCW 39.34.040 allows the County 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, it determining which bid is the lowest bid, after the tax revenue has been considered.

26. 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.

27. 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.

28. 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".)

29. 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 County 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.

30. 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.

31. 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.

32. Other City/County Departments/Like Items Added

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

33. 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 County is forced to conduct operations 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 conduct operations, 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:

- A. Unavoidable mechanical breakdowns
- B. Strikes
- C. Inability to secure component materials
- D. Acts of God
- E. 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.

34. 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.

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

36. Re-Award

When the contract is terminated by the vendor upon thirty (30) day 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.

37. 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.

38. 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.

39. Assignment.

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

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

III. PREPARING AND SUBMITTING A BID

1. 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.

2. 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.

3. 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.

4. 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.

IV. EVALUATION AND CONTRACT AWARD

1. 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.

2. 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.

3. 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.

4. 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 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 protestor. 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.

V. SAMPLE CONTRACT

AGREEMENT

YAKIMA COUNTY

BID C11510

Automatic External Defibrillators (AED) for Emergency Medical Services (EMS) on Behalf of Yakima County Sheriff's Office

THIS AGREEMENT, entered into this ____ day of _____, 2015, between the Yakima County ("County"), and _____, ("Vendor").

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

1. Compensation:

The County agrees to pay the Vendor according to the payment schedule as listed in the Vendor's attached Bid submittal.

2. Scope of Contract:

The Vendor shall provide the items listed according to the procedure outlined in the specifications of the Bid, attached hereto & incorporated herein.

3. Term:

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) day 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 proposal. If Vendor wishes to revise any prices prior to the renewal of the Contract Vendor must advise the County in writing of the requested revisions no less than sixty (60) days before the end of the current Contract term.

4. Changes:

Any proposed change in this contract shall be submitted to the Buyer listed on Page 2 of the Bid document for their prior approval and they will make the change by a contract modification. Any oral statement or representation changing any of these terms or conditions is specifically unauthorized and is not valid.

5. Agency Relationship between County and Vendor:

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

6. Successors and Assigns:

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

7. Property Rights:

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

8. Compliance with Law:

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

9. Nondiscrimination:

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

The Vendor shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, pregnancy, veteran's status, 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 seq.)

In the event of the Vendor's noncompliance with the non-discrimination clause of this contract or with any such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for any future County contracts.

The Contractor and subcontractor (if any) shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

10. 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.

11. Indemnification, Defense, and Hold Harmless:

To the fullest extent permitted by law including RCW 4.24.115, the Contractor shall indemnify, defend, and save harmless the County and its officers, employees, agents, and volunteers from all claims, suits, or actions brought for injuries to, or death of, any persons, or damages arising from or relating to the Contractor's performance of this Agreement or in consequence of any negligence or breach of contract related to the Contractor's performance of this Agreement caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor related to performance of this Agreement.

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

12. Contractor's Waiver of Employer's Immunity under Title 51 RCW:

Contractor intends that its obligations to indemnify, defend, and hold harmless set forth below in section 17A shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, the Contractor specifically assumes all potential liability for actions brought by employees of the Contractor against the County and its officers, employees, agents, and volunteers, and, solely for the purpose of enforcing the Contractor's obligations to indemnify, defend, and hold harmless, the Contractor specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Contractor shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

13. Commercial Liability Insurance:

The County certifies that it is insured as a member of the Washington Counties Risk Pool, and is otherwise self-insured, and can pay for losses for which it is found liable.

The Contractor shall, with insurance carriers with a Best Rating of A-VII or better, maintain occurrence based comprehensive general liability insurance and automobile liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000

aggregate, as well as Workers Compensation Contingent Employers Liability with minimum limits of \$1,000,000 each accident or disease for each employee. Such insurance shall provide that Yakima County, its officers, employees, agents and volunteers are Primary Additional Insureds under such insurance. The coverage provided under such insurance for such Primary Additional Insureds shall be primary and not contributory to any other coverage that may be available to such Primary Additional Insureds. Prior to commencement of any work under this Agreement, the Contractor shall, provide proof of such insurance including all Certificates of Insurance and endorsements pertaining to such insurance, and if requested, any policy pertaining to insurance required under this Agreement.

14. Contract Documents:

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

15. Governing Law:

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

16. Venue:

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

17. Authority:

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

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

C11510 AED's for Yakima County Sheriff's Office

DONE this ____ day of _____ 2015

BOARD OF YAKIMA COUNTY COMMISSIONERS

J. Rand Elliott, Chairman

Michael D. Leita, Commissioner

Kevin J. Bouchey, Commissioner

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

Attest: Tiera L. Girard

Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

VENDOR

(Name)

(Title)

BID FORM

INVITATION TO BID NO. C11510

TO BIDDER:

PLEASE QUOTE 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 QUOTED. THE COUNTY INTENDS TO AWARD THIS CONTRACT WITHIN 60 CALENDAR DAYS.

Quote your lowest price for the following:

Item No.	Description <i>(Or approved and acceptable equal. If bidding alternates, notate make/model on bid and provide specifications with bid proposal.)</i>	Qty	Price Per Unit	Total Price (without tax)
1.	Philips HeartStart FRx Defibrillator (#861304) Includes the following: (1) Brand New Philips HeartStart FRx (w/8 Year Warranty) (1) Smart Pads Cartridge (Adult) (1) Battery Pack (4 year warranty) (1) User Manual (1) Quick Use Guide	50	\$ _____	\$ _____
2.	Philips HeartStart FRx - Carrying Case (#989803139251)	50	\$ _____	\$ _____
3.	Heart Smart CPR/AED Rescue Kit (#HSRK-10) (Includes Red Nylon Zipper Pouch, CPR Mask, Pair of Scissors, Antiseptic Wipe, Razor, Pair of Nitrile Gloves)	50	\$ _____	\$ _____
4.	AED - Inspection Tag (#HST-ACC01)	50	\$ _____	\$ _____
5.	AED - Facility Sticker (#HST-ACC02)	50	\$ _____	\$ _____
6.	Heart Smart Quick Response Keychain (#HST-KEY01)	50	\$ _____	\$ _____
7.	Philips HeartStart FRx - Infant/Child Key (#989803139311)	50	\$ _____	\$ _____

8.	AED Management Program – Unlimited Online Subscription (*Provide overview & features of program with bid submittal)			Included
9.	Freight – FOB Destination			Included
SUB TOTAL:				\$ _____
WA STATE SALES TAX – Destination Based @8.2%:				\$ _____
TOTAL:				\$ _____
List discount offered off list price for any other items not specifically listed:				_____ %

VII. 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 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: _____

VENDOR QUESTIONNAIRE

OWNERSHIP

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

Please explain: _____

FACTORY/WARRANTY SERVICE

Please indicate firm name and address of closest service facility: