

City of Yakima
NOTICE TO BIDDERS No. J11607

Notice is hereby given by the undersigned that electronic sealed Bids will be accepted via PublicPurchase.com until the hour of 2:00:00 PM on March 17th, 2016. At such time, bids will be publicly opened in Yakima City Hall, Council Chambers, located at 129 N. 2nd Street, Yakima, Washington 98901 for: at

Herbicides and Insecticides for Roadside Vegetation Management

Above per specifications, or approved and acceptable equal. Instructions to register with PublicPurchase.com and bid online are available at www.yakimawa.gov/services/purchasing Paper submittals will not be accepted.

The City of Yakima reserves the right to reject any and all BIDs. The City of Yakima hereby notifies all Bidders that it will affirmatively ensure that it will not discriminate on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, 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.)

Dated this 28th day of February, 2016.

Colleen Bailey, CPPO
Buyer II

Publish on February 28th and February 29th, 2016

YHR acct. 10830



CITY OF YAKIMA/YAKIMA COUNTY

**INVITATION TO BID # J11607
COVER SHEET**



THIS IS NOT AN ORDER

BID Release Date: February 28th, 2016

Bid Receipt: Vendors must first register with PublicPurchase.com and bid shall be completely uploaded into PublicPurchase.com no later than the date and time listed below. Late Bids will not be accepted or evaluated. If you try to submit a Bid late, the electronic system will not receive it. Bid openings are public. Bids shall be firm for acceptance for ninety (90) days from date of Bid opening, unless otherwise noted

BIDS ARE ONLY RECEIVED THROUGH PUBLICPURCHASE.COM

Bids Must be completely uploaded by:

March 17, 2016 at 2:00:00 PM PST

Public Opening

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

Purchasing For:

City of Yakima
129 N Second Street
Yakima, WA 98901

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

Colleen Bailey, Buyer II

Phone

(509) 576-6787

E-Mail Address

colleen.bailey@yakimawa.gov

PROJECT DESCRIPTION SUMMARY

Herbicides and Insecticides for Roadside Vegetation Management

Enter Prompt Payment Discount: ____% net ____ days

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

Delivery Details: FOB Destination, Inside Delivery required

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

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

In signing this Bid we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Bid; that this Bid has been independently arrived at without collusion with any other Bidder, competitor or potential competitor; that this Bid has not been knowingly disclosed prior to the opening of Bids to any other Bidder or competitor; that the above statement is accurate under penalty of perjury. Furthermore, the Washington State Interlocal Cooperative Act (RCW 39.34) provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The City/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 City of Yakima/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

I. Contents

I.	Contents	4
II.	GENERAL INFORMATION	6
1.	Purpose:	6
2.	Contracting Agency and Point of Contact:	6
3.	New and Unused:	6
4.	Best Modern Practices:	6
5.	Equal/Approved Equal:	6
6.	Exceptions:	6
7.	More or Less:	7
8.	Delivery:	7
9.	Delivery Acceptance:	7
10.	Delivery of Unapproved Substitutions	7
11.	Contract Term:	7
12.	Pricing and Discount	8
13.	Price Increases:	8
14.	Price Decreases:	9
15.	Expansion Clause:	9
16.	Warranty:	9
17.	Warranty Coverage:	9
18.	Permits:	9
19.	Regulations and Codes:	9
20.	Prompt Payment:	9
21.	Payments:	9
22.	Payment Method – Credit Card Acceptance:	10
23.	Acceptance of Terms:	10
24.	Sales Tax:	10
25.	Tax Revenues:	10
26.	Clarifications and/or Revisions to Specification and Requirements:	10
27.	Incurring Costs:	10
28.	No Obligation to Contract:	11
29.	Retention of Rights:	11
30.	Points Not Addressed:	11
31.	Other City/County Departments/Like Items Added	11
32.	Materials Bought from Different Supplier:	11
33.	Spill Clean Up:	11
34.	Material Safety Data Sheets (MSDS):	12
35.	Re-Award	12
36.	Errors and Omissions	12

37. Changes:	12
III. PREPARING AND SUBMITTING A BID.....	12
1. General Instructions:	12
2. Submitting a Bid:	12
3. Multiple Bids:	13
4. Withdrawal of Bids:	13
IV. EVALUATION AND CONTRACT AWARD	13
1. Preliminary Evaluation:	13
2. Bid Evaluation:	13
3. Offer in Effect for Ninety (90) Days:	13
4. Protest Procedure:	13
V. TECHNICAL SPECIFICATIONS.....	14
VI. SAMPLE CONTR ACT	17
BID FORM.....	23
VII. VENDOR QUESTIONNAIRE	27

INVITATION TO BID # J11607 Herbicides for Roadside Vegetation Management

II. GENERAL INFORMATION

1. Purpose:

It is the intent and purpose of these specifications to describe Herbicides for Roadside Vegetation Management in sufficient detail to secure bids on comparable units 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 and materials 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.

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 City/County reserves the right to make the decision on acceptability. Each bidder shall clearly identify make, model or trade name of chemical bid on the face of their bid. Any chemical 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 product 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 product 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 City/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 the ordering department as follows:

Yakima County
Equipment Rental & Revolving Fund (ER&R)
1216 S 18th St
Yakima, WA 98901 (or as specified on PO)

OR

City of Yakima
FOB Streets Division
2301 Fruitvale Boulevard
Yakima, Washington, 98902

Delivery can be between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, ready for regular and safe operation.

The successful Vendor's personnel making the delivery shall instruct City/County personnel in maintenance and proper operation of the chemicals prior to their departure from the delivery site.

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 City/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 City/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 City/County mailing list for a period of up to three (3) years.

11. Contract Term:

See Section 3 of Contract

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 month period of the contract.

Requests for Rate Increases must be delivered to the Buyer listed on Page 2, in accordance with the rules below. No other employee may accept a rate increase request on behalf of the City/County. Any invoice that is sent to the City/County with pricing above that specified by the City/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 City/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 City/County will automatically change in the same percentage as the discount rate to the City/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 City/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 City/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 City/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 City/County.

19. Regulations and Codes:

To the extent applicable, all product or materials shall comply with Washington State vehicle regulations, Federal regulations, OSHA and WISHA requirements, to include EPA standards and City/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 City/County, period of entitlement begins only after:

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

21. Payments:

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

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

OR

Address defined at time of order as defined on purchase order.

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

22. Payment Method – Credit Card Acceptance:

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

24. Sales Tax:

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

OR

Yakima County's Sales Tax rate is currently 7.9%. However they 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 City/County to consider the tax revenue that is generated by a purchase of supplies, materials, and product, including those from a local sales tax or from a gross receipts business and occupation tax, it determining which bid in 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 City/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. 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.

32. Materials Bought from Different Supplier:

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

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

- 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.

33. Spill Clean Up:

The Contractor shall be responsible for all costs resulting from spillage attributable to their negligence, which may occur during transit or unloading operations. The Contractor shall immediately report and clean up any

spillage. If Contractor fails to perform the above actions, the purchaser shall take corrective action and back-charge the Contractor for all related costs.

34. Material Safety Data Sheets (MSDS): for hazardous materials must be accompanied with product at time of delivery.

35. Re-Award

When the contract is terminated by the vendor upon 30 days' notice as herein provided, the City/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 City/County and is in breach of the contract, or when the contract is terminated by the City/County for cause as herein provided, the City/County reserves the right to re-award the contract to the next most responsible bidder.

36. Errors and Omissions

The City/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.

37. 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.

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:

Bids shall be completely uploaded into PublicPurchase.com no later than the date and time listed on Page 2 of this BID. Late Bids will not be accepted or evaluated. If you try to submit a Bid Late, the electronic system will not receive it.

Bidders must submit their bid electronically through PublicPurchase.com where they will be kept in an electronic lockbox until date and time of opening. To register as a Vendor with Public Purchase, go to www.publicpurchase.com or the City of Yakima website at www.YakimaWA.Gov/Services/Purchasing. The City/County is not responsible for late bids due to operator error, electronic malfunction, system errors or interruptions affecting the Public Purchase site and the processing of any bids. The Purchasing Manager reserves the right to make exceptions for extenuating circumstances.

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.

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 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 online at any time up to the Bid closing date and time. 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, product 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 City of Yakima/Yakima County's Purchasing Manager at 129 No. 2nd St., Yakima, WA 98901, or by fax: 509-576-6394 or email to: sue.ownby@yakimawa.gov. The protest shall clearly state the specific factual and legal ground(s) for the protest, and a description of the relief or corrective action being requested. Protests based on specifications/scope of work, or other terms in the BID shall be filed at least five (5) calendar days before the solicitations due date, and protests based on award or after the award shall be filed no less than 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 decision, 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 appeal response, 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. TECHNICAL SPECIFICATIONS

The Bidder must provide a detailed description of each major component of their proposed product. At a minimum, these descriptions shall take into consideration the specifications outlined in this Technical Specifications section. Bidders are reminded to provide point-by-point responses to all specifications. Any additional work found necessary that is not specified in this Bid specification shall be listed on a separate sheet entitled "Additional Materials/Labor Required".

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

- Y – Yes.** The Respondent's proposed product currently satisfies the entire requirement and the proposed system will completely support the requirement.
- N – No.** The Respondent's product does not currently satisfy the entire requirement, and the Respondent's delivered product will not satisfy the requirement.
- E – Explanation.** The Bidder's product partially satisfies the requirement and an explanation is included in the response.
- MR – Modification Required.** The Respondent's product does not currently satisfy the requirement, but the bidder commits that the delivered base product will satisfy the requirement at no additional cost and shall be supported in future releases of the Respondent's base products.

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

1. Technical Specification Analysis:

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

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

Item #	Specification	Form	Unit	Enter "Yes" if as specified Or "No" if not as specified
1	4-Way Amine Broadleaf 7.28%: Triclopyr, trimethylamine salt 0.63%: Sulfentrazone 30.84%: 2,4-D, diethanolamine salt 2.48%: Dicamba, dimethylamine salt 58.77%: Other Ingredients			
2	Arsenal 27.8% isopropylamine salt of imazapyr 72.2% Other Ingredients			
3	Brush-Rhap 18.28%: 3,6-Dichloromethoxybenzoic acid 24.62%: 2,4-Dichlorophenoxyacetic acid 57.10%: Other Ingredients			
4	Casoron 4G 4%: Dichlobenil (2, 6-dichlorobenzonitrile)			
5	Esplanade 0.089%: Indaziflam 0.890%: Diquat dibromide 20.460%: Glyphosate isopropylamine salt 78.561%: Other Ingredients			
6	Glyphosate 41%: Glyphosate 59%: Other Ingredients			
7	Grounded 99%: Proprietary blend 1%: Other Ingredients			
8	Hardball 19.6%: 2, 4-Dichlorophenoxyacetic 80.4%: Other Ingredients			

9	Hel-Fire 80%: Alkyl amine ethoxylate, monocarbamide dihydrogen sulfate, and 1,2,3-trihydroxypropane 20%: Other Ingredients			
10	Hi-Light Marker Dye (RED) 32%: Xanthylum 15-25%: Lactic Acid 1-5%: Acetic Acid			
11	Method 240 SL 25%: Potassium salt of aminocyclopyrachlor 75%: other			
12	Perspective 39.5%: Aminocyclopyrachlor 15.8%: Chlorsulfuron 44.7%: Other Ingredients			
13	Round Up Pro Concentrate 50.2%: Glyphosate 49.8%: Other Ingredients			
14	Sure Guard 51%: Flumioxazin 49%: Other Ingredients			
15	Zaltys 51%: Flumioxazin 49%: Other Ingredients			
16	Tempo SC Ultra 11.8%: B-Cyfluthrin 88.2%: Other Ingredients			
17	Merit 75 WP 75%: Imidacloprid, 1-[(6-Chloro-3-pyridinyl)methyl]-N-nitro-2-imidazolidinimine			

VI. SAMPLE CONTR ACT

AGREEMENT

YAKIMA COUNTY

BID J11607

Herbicides for Roadside Vegetation Management

THIS AGREEMENT, entered into this ____ day of _____, 2016, 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 promises and agrees to employ, and does employ, the Vendor to cause to be done the product provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms & conditions contained herein. The County agrees to pay the Vendor according to the payment schedule as listed in the Vendor's attached Bid submittal.

2. Scope of Work:

The Vendor shall provide the product(s) according to the products 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) 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 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 City/County and Vendor:

Vendor shall, at all times, be an independent Vendor and not an agent or representative of County with regard to performance of the Products. 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. Inspection and Production of Records

8.1 The records relating to the Products shall, at all times, be subject to inspection by and with the approval of the City, but the making of (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Products in accordance with this Contract, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Contractor shall provide the City sufficient, safe, and proper facilities and product for such inspection and free access to such facilities. Contractor's records relating to the Products will be provided to the City upon the City's request.

8.2 Contractor shall promptly furnish the City with such information and records which are related to the Products of this Contract as may be requested by the City. Until the expiration of three (3) years after final payment of the compensation payable under this Contract, or for a longer period if required by law or by the Washington State Secretary of State's record retention schedule, Contractor shall retain and provide the City access to (and the City shall have the right to examine, audit and copy) all of Contractor's books, documents, papers and records which are related to the Products performed by Contractor under this Contract.

8.3 All records relating to Contractor's products under this Contract must be made available to the City, and also produced to third parties, if required pursuant to the Washington Public Records Act, Chapter 42.56 RCW or by law. All records relating to Contractor's products under this Contract must be retained by Contractor for the minimum period of time required pursuant to the Washington State Secretary of State's record retention schedule.

9. Work Made for Hire:

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

10. Compliance with Law:

Vendor agrees to provide all products 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.

11. 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.

12. 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.

13. Indemnification and Hold Harmless:

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

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

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

14. Indemnity/Contractor's Liability Insurance:

(A) The Product 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, resulting from or occurring in connection with the performance or any product hereunder.

(B) The Product 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 coverage, limits, and endorsements noted below. All such insurance shall not be subject to any deductible or self-insured retention (SIR). There shall be no cancellation, material change, reduction in limits or intent not to renew the insurance coverage(s) without 30 days written notice from the contractor or its insurer(s) to City of Yakima/Yakima County. The requirements contained herein, as well as City of Yakima/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:

<u>Commercial General Liability:</u> Combined Single Limit:	\$1,000,000 Per Occurrence
	\$2,000,000 Annual Aggregate
<u>Auto Liability:</u> Combined Single Limit	\$1,000,000 Per Occurrence

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

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

The Contractors' insurance coverage shall be primary insurance with respect to those who are Additional Insureds under this agreement. Any insurance, self-insurance or insurance pool coverage maintained by the 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 A. shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, to the extent necessary to fully satisfy the Contractor's indemnification, defense, and hold harmless obligations set forth above in section A, Contractor specifically waives any immunity granted under Title 51 RCW, and specifically assumes all potential liability for actions brought by employees of the Contractor against the 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.

15. Contract Documents:

This Agreement, the Request for Proposals, Scope of Work, 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.

16. 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.

17. Termination - Cause:

The County reserves the right to terminate this contract at any time, upon written notice, in the event that the products 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.

18. 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.

19. Governing Law:

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

20. Venue:

The venue for any action to enforce or interpret this Agreement shall lie in a competent jurisdiction in Yakima County, Washington.

21. 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.

22. Published List Prices

If applicable, a copy of your published list prices shall be included in the Bid package. Each Bidder shall bid a percentage discount based on this published list in the space provided on the Price /Cost Sheet.

It is understood that the discount quoted on this Bid shall be based on the attached published list price and these shall be the prices paid during the life of the contract.

23. Fuel Cost Adjustment

No request for a temporary fuel adjustment may be requested for the first six (6) months duration of the Contract. Thereafter, should a statewide or national increase in the cost of fuel exceed a minimum of five (5%) percent, the Vendor may petition the Owner for a temporary fuel adjustment. In recognition of the difficulty of estimating and anticipating the cost of fuel over the term of the Contract, the parties agree that, subject to the covenants and procedures set forth in this section, the Vendor may submit an additional monthly invoice to reflect increases and/or decreases (decreases would need to be subtracted from the current months invoice) in its cost of fuel used for this service as follows:

The Bidder shall include with their Bid on the cost schedule, the fuel cost used to calculate their trip rate, and list a cost breakdown to indicate what portion of their service cost is attributed to fuel. If not filled out, no fuel adjustment will be allowed.

After the first six (6) month duration of the Contract, the Vendor may submit its request for a cost adjustment to the Owner on a monthly basis. The difference between the fuel cost used to calculate the bid and the actual fuel cost for the previous month may be invoiced. Prices shall be based on AAA Fuel Gauge Report, WA Metro Averages for Yakima, under the header "Month Ago". This report is available on the web at: <http://www.fuelgauge.com/WAmetro.asp>

The Vendor agrees to submit fuel cost documentation, including a copy of the statement from their fuel supplier, vehicular mileage figures, and other data which may substantiate the cost and use of fuel for the service. Cost adjustments will not be allowed without this documentation.

The Vendor agrees that it will, to the maximum extent possible, obtain fuel at the lowest price available to the Vendor, and agrees that the Owner may require certification by the Vendor of its fuel cost and claimed fuel cost adjustment on each invoice submitted.

24. Hazardous Materials

If this order covers goods, which include hazardous chemicals, Vendor shall, at the time of product delivery, provide the City/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. This requirement shall be in addition to whatever other requirements are imposed by law or regulation.

25. Inspection of Bidder's Facility:

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

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

(J11607 Herbicides for Roadside Management & number)

VENDOR

BY _____

Authorized Representative

Address

DONE this ____ day of _____, 2016

BOARD OF YAKIMA COUNTY COMMISSIONERS

Michael D. Leita, Chairman

Kevin J. Bouchey, Commissioner

Attest: Tiera L. Girard
Clerk of the Board

J. Rand Elliott, Commissioner
*Constituting the Board of County Commissioners
for Yakima County, Washington*

Approved as to form:

Deputy Prosecuting Attorney

BID FORM

INVITATION TO BID NO. J11607

TO BIDDER:

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

Quote your lowest price for the following:

Item No.	Description	Quantity	Price Per Unit	Total Price (without tax)
Schedule 1 Herbicides				
1.	4-Way Amine Broadleaf	200 Gallons	\$ _____	\$ _____
2.	Arsenal	10 Gallons	\$ _____	\$ _____
3.	Brush-Rhap	1300 Gallons	\$ _____	\$ _____
4.	Casoron 4G	600 Pounds	\$ _____	\$ _____
5.	Esplanade	85 Gallons	\$ _____	\$ _____
6.	Glyphosate	400 Gallons	\$ _____	\$ _____
7.	Grounded	600 Gallons	\$ _____	\$ _____
8.	Hardball	285 Gallons	\$ _____	\$ _____
9.	Hel-Fire	20 Gallons	\$ _____	\$ _____
10.	Hi-Light Marker Dye (RED)	36 Quarts	\$ _____	\$ _____
11.	Method 240 SL	20 Gallons	\$ _____	\$ _____

Item No.	Description	Quantity	Price Per Unit	Total Price (without tax)
12.	Perspective	500 Pounds	\$ _____	\$ _____
13.	Round Up Pro Concentrate	300 Gallons	\$ _____	\$ _____
14.	Sure Guard	10 Pounds	\$ _____	\$ _____
15.	Zaltys	250 Pounds	\$ _____	\$ _____
Schedule 2 Insecticides				
16.	Tempo SC Ultra	6 – 240mL	\$ _____	\$ _____
17.	Merit 75 WP	6 - 2 oz	\$ _____	\$ _____
Schedule 3 Miscellaneous				
18.	Drift Control	100 Gallons	\$ _____	\$ _____
19.	Surfactant	100 Gallons	\$ _____	\$ _____
SUB TOTAL				\$ _____
WA STATE SALES TAX – Destination Based @8.2%				\$ _____
TOTAL				\$ _____
List discount offered off list price for any other items not specifically listed				_____ %

E-VERIFY

The City of Yakima supports the Federal Immigration, Reform and Control Act of 1986, as amended. The City requires that all Vendors or business entities that contract with the City for the award of any City contract for public works in excess of Five Thousand Dollars (\$5,000), or any other City contract in excess of Two Thousand Five Hundred Dollars (\$2,500), enroll in the E-Verify program or its successor, and thereafter to verify its employees' proof of citizenship and authorization to work in the United States.

E-Verify will be used for newly hired employees during the term of the contract ONLY; it is NOT to be used for existing employees.

The Vendor must remain enrolled in the program for the duration of the contract and be responsible for verification of every applicable sub-vendor. The Vendor shall sign and return with their bid response the E-Verify Declaration below. Failure to do so may be cause for rejection of bid.

E-VERIFY COMPLIANCE DECLARATION

The undersigned declares, under penalty of perjury under the laws of Washington State, that:

1. By submitting this Declaration, I certify that I do not and will not, during the performance of this contract, employ illegal alien workers, or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

I agree to enroll in E-Verify prior to the start date of any contract issued by the City of Yakima to ensure that my workforce is legal to work in the United States of America. I agree to use E-Verify for all newly hired employees during the length of the contract.

I certify that I am duly authorized to sign this declaration on behalf of my company.

I acknowledge that the City of Yakima reserves the right to require evidence of enrollment of the E-Verify program at any time and that non-compliance could lead to suspension of this contract.

Firm Name: _____

Dated this _____ day of _____, 20____.

Signature: _____

Printed Name: _____

Address: _____

Phone #: _____ Email Address: _____

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

Firm Name: _____ Contact: _____

Address: _____ Phone Number: _____

City: _____ State: _____ Zip: _____

Type of Service Provided: _____

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

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

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

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

VII. VENDOR QUESTIONNAIRE

INSTRUCTIONS: Provide the requested information, sign and date. If the Owner requires further description, the Owner may request Proposer 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 Proposal.**

VENDOR INFORMATION

Proposer'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 proposal.

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Mailing Address _____

City _____ State _____ Zip + 4 _____

Physical Address _____

City _____ State _____ Zip + 4 _____

PROPOSER: _____

VENDOR QUESTIONNAIRE

OWNERSHIP

Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

Yes: _____ No: _____

Please explain: _____