

City of Yakima / Yakima County
NOTICE TO BIDDERS No. J11712-S

NOTICE IS HEREBY GIVEN by the undersigned that sealed Bids will be accepted in the office of the Yakima City Clerk, Yakima City Hall, 129 N. 2nd Street, Yakima, Washington 98901 until the hour of **11:00:00 AM November 17, 2017**. At such time, Bids will be publicly opened and read for:

On-Call Carpet Cleaning Services
For City of Yakima/Yakima County

Above per specifications. Bid Packets are available online at www.YakimaWA.Gov/Services/Purchasing or in the office of the Purchasing Manager, Yakima City Hall, 129 North 2nd Street, Yakima, WA. 509-575-6093

In order to bid, Contractor must be registered with the City of Yakima Small Works Roster at:

City (MRSC):
<http://www.mrscrosters.org/>

Prevailing wages will apply to all phases of this project per specifications.

The City of Yakima/Yakima County reserves the right to reject any and all BIDs. The City/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.)

Dated this 26th day of October, 2017.

Daniel Van Pelt, C.P.M.
Buyer

Publish on October 26, 2017



CITY OF YAKIMA/YAKIMA COUNTY
INVITATION TO BID # J11712-S
SIGNATURE SHEET



THIS IS NOT AN ORDER

- BID Release Date: October 26, 2017

Bid Receipt: Bid envelope must be sealed and plainly marked with due date, time, and Bid Number J11712, and the words "DO NOT OPEN" and delivered to the address listed below. **Late Bids will be rejected.** Bid MUST be date and time stamped on or before the date and time listed below that the Bid is due. Bid openings are public. Bids shall be firm for acceptance for ninety (90) days from date of Bid opening, unless otherwise noted. **Deliver to:**

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

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

Bids Must be completely uploaded by:

November 17, 2017 at 11:00:00 AM PST

Public Opening

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

Purchasing For:

City of Yakima and Yakima County
 129 N. 2nd Street
 Yakima, WA 98901

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

Daniel Van Pelt, Buyer

Phone

(509) 576-6690

E-Mail Address

Daniel.VanPelt@YakimaWA.Gov

PROJECT DESCRIPTION SUMMARY

On-Call Carpet Cleaning Services for City of Yakima/Yakima County

Enter Prompt Payment Discount: _____% net _____ days

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

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

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 c

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	3
II.	GENERAL INFORMATION	5
A.	Description of Project:	5
B.	Point of Contact & Clarifications:	5
C.	No Obligation to Contract:	5
D.	Property Rights:	5
E.	Points Not Addressed:	5
F.	Services Bought from Different Supplier:	5
G.	Bidder Responsibility Criteria:	6
H.	Supplemental Bidder Responsibility Criteria:	6
I.	Errors and Omissions:	7
J.	Exceptions:	7
K.	Payments:	7
L.	Business License:	7
M.	Contractor's Liability Insurance (Sample Certificate Attached):	7
N.	Contract Term:	8
O.	Termination - Convenience:	8
P.	Termination - Cause:	8
Q.	Price Adjustment:	8
R.	Expansion Clause:	8
S.	Warranties:	8
III.	SCOPE OF WORK AND TECHNICAL SPECIFICATIONS:	8
IV.	PREPARING AND SUBMITTING A BID	10
A.	General Instructions:	10
B.	SMALL WORKS ROSTER PROJECT	10
C.	Public Disclosure:	10
D.	Multiple Bids:	11
E.	Withdrawal of Bids:	11
F.	Incurring Costs:	11
G.	Qualified Bids:	11
V.	EVALUATION AND CONTRACT AWARD	11
A.	Preliminary Evaluation:	11
T.	Bid Evaluation:	11
U.	Contract Award:	11
V.	Offer in Effect for Ninety (90) Days:	11
W.	Award Announcement:	11
X.	Protest Procedure:	12
Y.	Award Regardless of Protest:	12
Z.	Re-Award:	12

VI. SAMPLE CONTRACT 13
VII. BID FORM 19
VIII. CONTRACTOR QUESTIONNAIRE & QUALIFICATION STATEMENT 21
IX. BIDDERS CHECK LIST 24
X. E-VERIFY 25
XI. CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES 26

INVITATION TO BID # J11712-S
On-Call Carpet Cleaning Services
CITY OF YAKIMA / YAKIMA COUNTY SMALL WORKS ROSTER

II. GENERAL INFORMATION

A. Description of Project:

It is the intent and purpose of these specifications to describe On-Call Carpet Cleaning Services in sufficient detail to secure bids on comparable work. All components, which are necessary in order to complete the work, shall be included in the bid proposal and shall conform in strength, quality of workmanship and material to that which is usually provided the trade in general. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the Bidder.

B. Point of Contact & Clarifications:

If a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this solicitation, the Bidder has the duty to immediately notify the Buyer of such concerns 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 below, a minimum of five (5) days prior to the submittal due date.

Send all inquiries to:
Daniel Van Pelt, Buyer
Daniel.VanPelt@YakimaWA.Gov

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 issued in the form of Addenda, and copies of each Addendum will be provided to all known bidders. All Addenda are posted on the City of Yakima website at www.YakimaWA.Gov/Services/Purchasing. Receipt of each Addendum must be acknowledged by bidders on the Signature Sheet in the space provided and each Addendum shall be considered a part of the Contract Documents.

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

C. 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".)

D. Property Rights:

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.

E. 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 service.

F. Services Bought from Different Supplier:

Should the contracted Contractor be unable to or refuse to supply services, on any given day, against this predetermined service schedule to which the supplier has agreed and the City/County is forced to have the work performed by a different supplier, the difference in the BID price of the service and that paid the new supplier, in order to do the work, shall be charged to and paid for by the contracted Contractor holding the BID award for these services.

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

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

Provided the Buyer listed on Page 5 is notified in writing by the contracted Contractor of such pending or actual delay. In the event of any delay, the date of service shall be extended for a period equal to the time lost due to the reason for the delay.

G. Bidder Responsibility Criteria:

It is the intent of Owner to award a contract to the low responsible bidder. Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The bidder must:

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
 - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
5. Until December 31, 2013, not have violated more than one time the off-site, prefabricated, nonstandard, project specific items reporting requirements of RCW 39.04.370.

H. Supplemental Bidder Responsibility Criteria:

1. Criteria: In addition to the Bidder Responsibility Criteria (item G. of the bid specifications), the bidder must also meet the following relevant Supplemental Bidder Responsibility Criteria applicable to this contract:
 - a. Criteria: Contractor must have at least five (5) years of experience as a contractor in this field of work and have satisfactorily completed three (3) projects of this nature in the last five (5) years.
 - b. Criteria: The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency during the five (5) year period immediately preceding the bid submittal deadline for this project, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Owner.
2. Documentation: As evidence that the bidder meets the criteria above, qualifications must be listed on the Contractor Qualification Statement (pages 21-23) and returned with bid submittal. The Owner may contact previous owners to validate the information provided by the Bidder. Supplemental Bidder Responsibility Criteria must be substantially met to be considered responsive. Failure of bidder to submit the Contractor Qualification Statement with the bid submittal may result in rejection of bid as non-responsive.
3. Request to Change Criteria During Bidding: Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria required in these bidding documents may make or submit requests to the Buyer listed on page 5 to modify the criteria. Such requests shall be in writing, describe the nature of the concerns, and propose specific modifications to the criteria that will make the criteria more relevant and/or less restrictive of competition. Bidders should submit such requests no later than five (5) business days prior to the bid submittal deadline.

4. Appeals: If the City/County determines the bidder does not meet the Supplemental Bidder Responsibility Criteria and is therefore not a responsible bidder, the City/County shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees with this determination, it may appeal the determination within 24 hours of receipt of the determination by presenting additional information. The City/County will consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, the City/County will not execute a contract with any other bidder until two (2) business days after the bidder determined to be not responsible has received the final determination.

I. Errors and Omissions:

The City/County reserves the right to correct obvious ambiguities and errors in the Bidder's bid 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.

J. Exceptions:

Specifications of the services 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.

K. Payments:

Upon final inspection and acceptance of the work by the City/County, the Contractor is to submit properly completed invoice. To insure prompt payment each invoice should cite Bid Number J11712, purchase order number, discount terms and include the Contractor's name and return remittance address. In addition, the invoice shall include the service performed, quantity, unit price, total price, location of work and date work completed.

Payment will be mailed within thirty (30) days of acceptance of the completed project, Prevailing Wage Intents and Affidavits, and a properly completed invoice. Invoice shall be itemized to reflect hours worked and material costs. **No progress payments will be made.**

1. For the City of Yakima:

Contractor is to submit properly completed invoice(s) to the City of Yakima Accounts Payable, 129 No. 2nd Street, Yakima, WA. 98901. Contractor shall provide an original of the invoice. Each invoice shall be submitted as required by the contract.

2. For Yakima County:

Contractor is to submit properly completed invoice(s) to the ordering department at the address specified on the purchase order. Contractor shall provide an original of the invoice. Each invoice shall be submitted as required by the contract.

a. 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, equipment or services ordered
- Satisfactory completion of all contractual requirements

L. Business License:

All bidders shall have a valid and current business license issued by the City of Yakima covering this type of work. It will be the contractor's responsibility to obtain any licenses or permits required, to complete the project.

M. Contractor's Liability Insurance (Sample Certificate Attached):

Successful bidder must provide a certificate of liability insurance with Additional Insured Endorsement, per the terms and conditions outlined in the attached contract.

N. Contract Term:

The period of this contract shall be for a period of one year from its effective date. The City/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 City/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 twelve (12) months from receipt of contract award.

O. 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.

P. Termination - Cause:

The City/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 City/County to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in this agreement.

Q. Price Adjustment:

In order to protect the interest of the City/County and to give the contractor a reasonable basis for quoting, a price adjustment feature is hereby incorporated into the specifications and contract documents and shall be binding on the contractor and the City/County.

In submitting bids, each contractor shall set forth the amount they will accept for the first year in payment for services and materials in accordance with the contract. Prices shall remain firm for the first twelve month period of the contract unless an exception is stated in the quote.

If contractor requests the City/County to do so, payment of labor rates under this contract may be adjusted each succeeding year effective on the contract anniversary date, per WAC 296-127-023. All such requests shall be submitted in writing to the Buyer listed on Page 5. Surcharges for fuel, hazardous material disposal, or similar will not be allowed.

R. Expansion Clause:

At any time during the term of this contract, or any extension thereof, this contract may be further expanded by the Purchasing Manager in writing to include any other service normally offered by the bidder, as long as the price of such additional services is based on the same cost/profit formula as the listed item(s).

S. Warranties:

Price: Contractor warrants that prices of materials, equipment and services set forth herein do not exceed those charged by the Contractor to any other customer purchasing the same goods or services under similar conditions and in like or similar quantities.

Workmanship: The Contractor shall warrant to the Owner and guarantee the work under this contract against defective workmanship and materials and if not accepted by awarding agency the Contractor agrees to fix to the Owner's satisfaction.

III. SCOPE OF WORK AND TECHNICAL SPECIFICATIONS:

It is the intent of these specifications to describe On-Call Carpet Cleaning Services in sufficient detail to secure bids on comparable work. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the bidder.

A. Scope of Work:

The work under this Contract shall include the furnishing of all labor, materials, equipment, and permits necessary for or incidental to On-Call Carpet Cleaning Services located as indicated in these specifications and the completion of all work indicated in the Contract Documents.

Carpet cleaning work may consist of, but not be limited to:

- Removal of dirt, soil, debris, liquids, stains, or other foreign materials from carpeted areas
- Spot cleaning of specific areas
- Water extraction from flooded areas and cleaning restoration
- Vacuuming carpets when necessary to fully clean areas
- Performing services during non-working hours of City/County Facilities (after 5:30 PM on weekdays)

Facilities included consist of, but are not limited to:

- Yakima County Juvenile Justice Center - 9,870 sq. ft.
- Yakima County Courthouse – 57,120 sq. ft.
- Yakima County Technology Services Building – 6,305 sq. ft.
- Yakima County G.A. Building – 8,225 sq. ft.
- Yakima County Resource Center – 16,670 sq. ft.
- 1st Street Conference Room & Veteran’s Office – 7,265 sq. ft.
- Yakima County Main Jail (Basement & Annex) – 13,880 sq. ft.
- Yakima County Sheriff’s Office – 7,850 sq. ft.
- Additional City/County Facilities as required

B. Workmanship:

Where not more specifically described in these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved. All work shall be executed by personnel skilled in their respective lines of work. Only the best and safest methods of operation will be allowed. Any damage to City/County property caused by the Contractor shall be repaired by the Contractor to match the surrounding area at no cost to the City/County. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the bidder.

C. Regulatory Requirements and Codes:

To the extent applicable, all equipment, supplies, materials, and all projects shall be performed in a manner that is in compliance with all applicable Federal, State and Local Laws and Regulations, including, but not limited to, Washington State vehicle regulations (WSDOT/HMTUSA/other), environmental laws and regulations (EPA/WDOE/local), and health and safety laws and regulations (OSHA/WISHA/City Safety Codes).

D. Permits and Licenses:

The successful Contractor must procure a City of Yakima Business License and pay all charges, fees, and taxes associated with said license.

Bidders must have a valid Washington State Contractor’s License **at the time of opening of the bids** and throughout the life of the resulting contract.

E. Additional Work:

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".

F. Work Start & Completion Dates:

The work is on an on-call basis with the start and completion dates to be determined by the Yakima City/County project manager(s) at the time work is requested. There may be occasions when job completion runs beyond a normal working hours or when a Contractor is called in for an after-hours emergency. Contractor agrees to mobilize and be available to perform work within a maximum of two (2) days of each request, unless request is specified as an emergency. Emergency work shall begin within sixty (60) minutes of call out. Non-emergency work will start at 5:30 PM unless otherwise directed by Yakima City/County project manager.

G. Manufacturer’s Instructions:

All materials and equipment shall be applied, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier, or distributor, except as otherwise specifically provided in the contract documents.

H. No Disturbance:

The contractor shall not disturb facilities or properties outside the sphere of the contracted project.

I. Mobilization and Demobilization

Mobilization shall be included in the base unit price for each work order and shall consist of preparatory work and operations performed by Contractor, including his personnel, equipment, supplies and incidentals to the project site. No separate measurement or payment will be made for costs associated with mobilization and demobilization.

J. Special Requirements For Cleaning Of ESD Carpets :

The County's 911 Operations Center utilizes ESD (Electro Static Discharge) carpeting with embedded copper fiber for static protection. Contractor must be certified in the proper manufacturer's recommended practice for cleaning and maintenance of ESD carpeting.

K. Waste Materials:

All refuse and waste material must be disposed of by the Contractor off the Owner's property, at the Contractor's expense. The Contractor must immediately clean up any spilled material from buildings, roads, etc.

IV. PREPARING AND SUBMITTING A BID

A. General Instructions:

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

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.

B. SMALL WORKS ROSTER PROJECT

You **must** be signed up on **MRSCROSTERS.ORG** in order to respond to this Invitation to Bid.

This is a Prevailing Wage contract. Intent to Pay Prevailing Wages, and Affidavit of Prevailing Wages paid will be required.

The State of Washington prevailing wage rates applicable for this service, which is located in Yakima County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this project, the applicable effective (start) date for prevailing wages for this contract is November 16, 2017. A copy of the applicable prevailing wage rates are also available for viewing at the office of the Owner, located at 129 N 2nd Street, Yakima, WA 98901. Upon request, the Owner will mail a hardcopy of the applicable prevailing wages for this project.

- An Intent to Pay Prevailing Wages is filed at the beginning of each contract year.
- An Affidavit of Wages paid is filed after each call-out for all other contracts where work is performed at an undefined location. (L&I defined these as "Other" contracts.)
 - The prevailing rate of wage in effect on the date of each call-out must be used.

Separate Intents and Affidavits must be filed for City and County.

No subcontracting will be allowed.

C. Public Disclosure:

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 bid opening.

D. 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 the response.

E. 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.

F. 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.

G. Qualified Bids:

The General and Special Instructions included in this bid document and resulting contract will govern the performance of the work. No other terms and conditions will be accepted. Bids that are conditioned in any way, or Bids that take exception in any way to the City of Yakima/Yakima County General and Special Terms and Conditions, may result in the Bid being considered non-responsive.

V. EVALUATION AND CONTRACT AWARD

A. Preliminary Evaluation:

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

T. 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.

U. Contract Award:

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

The City/County intends to award this contract within sixty (60) days after the opening of the bid proposals. Award will be made to one responsible bidder. No multiple award will be made.

Company experience level and qualifications are important and will be considered in the evaluation of the bid. The enclosed Contractor Qualification Statement must be completed and enclosed with the bid to be considered for award. Non-conformance may result in rejection of bid as non-responsive.

Each call-out under this contract will be limited to \$34,999 and under, including tax. The contract value shall not exceed \$300,000, including tax.

It shall not be the responsibility of the City/County to provide engineering or other services to protect the Contractor from additional costs accrued from performing this Contract.

V. 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.

W. 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.

X. 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.

Y. 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 protestor 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.

Z. Re-Award:

When the contract is terminated by the Contractor upon thirty (30) day notice as herein provided, the City/County, may re-award the contract to the next most responsible bidder. When a Contractor 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.

CONTRACT

CITY OF YAKIMA / YAKIMA COUNTY

BID J11712-S

On-Call Carpet Cleaning Services

(Separate contracts will be required for City and County)

For City of Yakima Use Only:	
Contract No.	_____
Project No.	_____
Resolution No.	_____
BID No.	_____

THIS AGREEMENT (hereinafter referred to herein as "Contract"), made and entered into this ____ day of, 2017, between the City of Yakima, a Washington municipal corporation ("City"), and _____, ("Contractor").

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

1. Scope of Work:

The Contractor shall perform all work and service(s) and furnish all tools, materials, labor and equipment (collectively referred to as "Services") according to the procedure outlined in the specifications of the Bid J11712-S On-Call Carpet Cleaning Services and the bid documents, which are all attached as Exhibit A hereto and incorporated herein, and the most recent edition of the ANSI/IICRC S100 Standards, which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

Work shall begin within forty-eight (48) hours after each Notice to Proceed. Emergency work shall begin within sixty (60) minutes after each Notice to Proceed.

The Contractor shall provide and bear the expense of all equipment; work and labor of any sort whatsoever that may be required for the transfer of materials and completing the work provided for in this Contract and every part thereof, except such as are mentioned in the specifications to be furnished by the City of Yakima.

2. Compensation:

The City agrees to pay the Contractor according to Exhibit B, attached hereto and incorporated herein, which Exhibit includes the specifications and payment schedule of itemized prices as listed in the Contractor's Bid submittal at the time and in the manner and upon the conditions provided for the Contract.

3. Term:

The period of this Contract shall be for a period of one year from its effective date. The City may, at its option, extend the Contract on a year to year basis for up to four additional years provided, however, that either party may at any time during the life of this Contract, or any extension thereof, terminate this Contract by giving thirty (30) days' notice in writing to the other party of its intention to cancel. Contract extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew. Prices shall remain firm for the first twelve month period of the Contract. If Contractor wishes to revise any prices prior to the renewal of the Contract, Contractor must advise the City 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 other party, as listed herein for its prior written approval. If approved, change will be made 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.

5. Agency Relationship between City and Contractor:

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

6. Successors and Assigns:

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

6.2 The Contractor for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

7. Property Rights:

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

8. Inspection and Production of Records:

8.1 The records relating to the Services 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 Services 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/or send copies of the requested documents to the City. Contractor's records relating to the Services 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 Services of this Contract as may be requested by the City. Until the expiration of six (6) 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 Services performed by Contractor under this Contract.

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

8.4 The terms of this section shall survive any expiration or termination of this Contract.

9. Work Made for Hire:

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

10. Guarantee:

Contractor warrants the Services will be free from defects in material and workmanship for a period of one year following the date of completion and acceptance of the Services.

11. Compliance with Law:

Contractor agrees to perform all Services under and pursuant to this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise. Contractor shall procure and have all applicable and necessary permits, licenses and approvals of any federal, state, and local government or governmental authority or this project, pay all charges and fees, and give all notices necessary and incidental to the due and lawful execution of the work.

11.1 Procurement of a City Business License. Contractor must procure a City of Yakima Business License and pay all charges, fees, and taxes associated with said license.

11.2 Contractor must provide proof of a valid Washington State Contractor Registration number.

11.3 Contractor must provide proof of a valid Washington department of Revenue state excise tax registration number, as required in Title 85 RCW.

11.4 Contractor must provide proof of a valid Washington Unified Business Identification (UBI) number. Contractor must have a current UBI number and not be disqualified from bidding on any public works contract under RCW 39.06.101 or 36.12.065(3).

11.5 Contractor must provide proof of a valid Washington Employment Security Department number as required by Title 50 RCW.

11.6 Foreign (Non-Washington) Corporations: Although the City does not require foreign corporate proposers to qualify in the City, County or State prior to submitting a proposal, it is specifically understood and agreed that any such corporation will promptly take all necessary measures to become authorized to conduct business in the City of Yakima at their own expense, without regard to whether such corporation is actually awarded the contract, and in the event that the award is made, prior to conducting any business in the City.

12. Prevailing Wages:

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

12.1 RCW 39.12.010 - the Prevailing Rate of Wage. It is solely the responsibility of the Contractor to determine the appropriate prevailing wage rate for the services being provided.

12.2 RCW 39.12.040 - Statement of Intent to Pay Prevailing Wages and an Affidavit of Wages Paid. Before an awarding agency may pay any sum due on account, it must receive a statement of Intent to Pay Prevailing Wages approved by the Department of Labor and Industries. Following final acceptance of a public work project, and before any final money is disbursed, each contractor and subcontractor must submit to the awarding agency an Affidavit of Wages Paid, certified by the Department of Labor and Industries.

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

The State of Washington prevailing wage rates applicable for this public works project, which is located in Yakima County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal for this project, the applicable effective (start) date of this project for the purposes of determining prevailing wages is the bid date, November 17, 2017.

13. Nondiscrimination:

During the performance of this Contract, the Contractor agrees as follows:

The Contractor 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.).

This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of Services under this Agreement.

In the event of the Contractor'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 Contractor may be declared ineligible for any future City contracts.

14. Indemnification and Hold Harmless:

14.1 Contractor shall take all necessary precautions in performing the Services to prevent injury to persons or property. Contractor agrees to defend, indemnify and hold harmless the City, its elected and appointed officials, officers, employees, attorneys, 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) which result or arise out of the sole negligent acts or omissions of Contractor, its officials, officers, employees or agents.

14.2 If any suit, judgment, action, claim or demand arises out of, or occurs in conjunction with, the negligent acts and/or omissions of both the Contractor and the City, or their elected or appointed officials, officers, employees, agents, attorneys or volunteers, pursuant to this Contract, each party shall be liable for its proportionate share of negligence for any resulting suit, judgment, action, claim, demand, damages or costs and expenses, including reasonable attorneys' fees.

14.3 Contractor's Waiver of Employer's Immunity under Title 51 RCW. If any design or engineering work is done pursuant to this Contract, Contractor intends that its indemnification, defense, and hold harmless obligations set forth above in Section A shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, to the extent necessary to fully satisfy the Contractor's indemnification, defense, and hold harmless obligations set forth above in section A, Contractor specifically waives any immunity granted under Title 51 RCW, and specifically assumes all potential liability for actions brought by employees of the Contractor against the City and its elected and appointed officials, officers, employees, attorneys, 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, shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought by their respective employees. The provisions of this section shall survive the expiration or termination of this Agreement.

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

14.5 The terms of this section shall survive any expiration or termination of this Contract.

15. Contractor's Liability Insurance:

At all times during performance of the Services and this Contract, Contractor shall secure and maintain in effect insurance to protect the City and Contractor from and against any and all claims, damages, losses, and expenses arising out of or resulting from the performance of this Contract. Contractor shall provide and maintain in force insurance in limits no less than that stated below, as applicable. The City reserves the right to require higher limits should it deem it necessary in the best interest of the public.

Contractor will provide a Certificate of Insurance to the City as evidence of coverage for each of the policies and outlined herein. 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 City, prior to commencement of work.

The following insurance is required:

15.1 Commercial Liability Insurance. Before this Contract is fully executed by the parties, Contractor shall provide the City with a certificate of insurance as proof of commercial liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) general aggregate. If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the City, its elected and appointed officials, employees, agents, attorneys and volunteers shall be named as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The policy shall name the City of Yakima, its elected and appointed officials, employees, agents, attorneys and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City prior written notice. The insurance shall be with an insurance Contractor or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington. The requirements contained herein, as well as City of Yakima'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.

15.2 Automobile Liability Insurance.

Before this Contract is fully executed by the parties, Contractor shall provide the City with a certificate of insurance as proof of automobile liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence. If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the City, its elected and appointed officials, employees, agents, attorneys and volunteers shall be named as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The policy shall name the City of Yakima, its elected and appointed officials, employees, agents, attorneys and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City prior written notice. The insurance shall be with an insurance Contractor or companies rated A-VII or higher in Best's Guide and admitted in the

State of Washington. The requirements contained herein, as well as City of Yakima'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 business auto liability shall include Hired and Non-Owned coverage if necessary.

15.3 Employer's Liability (Stop Gap):

Contractor and all subcontractor(s) shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable, and shall maintain Employer's Liability insurance with a limit of no less than \$2,000,000.00. The City shall not be held responsible in any way for claims filed by Contractor or its employees for services performed under the terms of this Contract. Contractor agrees to assume full liability for all claims arising from this Contract including claims resulting from negligent acts of all subcontractor(s). Contractor is responsible to ensure subcontractor(s) have insurance as needed. Failure of subcontractors(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

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

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

Should a court of competent jurisdiction determine that this Contract 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 Contractor and the City, its officers, elected and appointed officials, employees, agents, attorneys and volunteers, Contractor's liability hereunder shall be limited to the extent of the Contractor's negligence.

16. 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.

17. Contract Documents:

This Contract, the Request for Bids #J11712-S, Scope of Work, conditions, addenda, and modifications and Contractor's proposal (to the extent consistent with Yakima City documents) constitute the Contract Documents and are complementary. Specific Federal and State laws and the terms of this Contract, 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 Contract.

18. 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.

19. Termination - Cause:

The City reserves the right to terminate this Contract at any time, upon written notice, in the event that the Services of Contractor are deemed by the City to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in this Contract. The effective date for such termination shall be upon receipt of the notice, or three (3) days after the notice is mailed first class mail, certified with return receipt requested.

20. Force Majeure:

Contractor 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 Contractor notifies the City immediately in writing of such pending or actual delay. Normally, in the event or any such delays (acts of God, etc.) the date of delivery will be extended for a period equal to the time lost due to the reason for delay.

21. Governing Law:

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

22. Venue:

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

23. Authority:

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

24. Notice:

Any notice required or permitted to be given under this Contract shall be in writing and deemed effective if either delivered in person or by overnight courier, facsimile or first class mail, certified with return receipt requested. Notices to the parties shall be delivered to:

TO CITY: City Manager
City of Yakima
City Hall—First Floor
129 North Second Street
Yakima, WA 98901

TO CONTRACTOR: Insert Contractor Name
Contact Name
Address

COPY TO: City of Yakima Purchasing
City Hall—First Floor
129 North Second Street
Yakima, WA 98901

25. Survival:

The foregoing sections of this Contract, 2-24 inclusive, shall survive the expiration or termination of this Contract in accordance with their terms.

IN WITNESS WHEREOF, the parties hereto execute this Contract as of the day and year first above written.

CITY OF YAKIMA

INSERT CONTRACTOR NAME HERE

Cliff Moore, City Manager

By: _____

Date: _____

Date: _____

Attest:

(Print name)

City Clerk

VII. BID FORM

BID FORM

On-Call Carpet Cleaning Services

CITY OF YAKIMA/YAKIMA COUNTY SMALL WORKS ROSTER BID NO. J11712

DESCRIPTION: A REQUEST FOR BIDS IS BEING ANNOUNCED IN ORDER TO AWARD A CONTRACT FOR ON-CALL CARPET CLEANING SERVICES. PLEASE BID YOUR LOWEST PRICE, BEST RESPONSE TIME AND PAYMENT DISCOUNT TERMS FOR THE FOLLOWING. BID ON EACH ITEM SEPARATELY. THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO ACCEPT ANY OR ALL ITEMS AT THE PRICE BID. THE COUNTY INTENDS TO AWARD THIS CONTRACT WITHIN SIXTY (60) DAYS.

Item No.	Qty.	Unit	Description	Unit Price
----------	------	------	-------------	------------

Bid your lowest price for the following Labor Rates for On-Call Carpet Cleaning Services at any given location within Yakima County. On-Call Carpet Cleaning Services include but are not limited to cleaning, spot cleaning, and water extraction.

Labor - Regular

1.	1	Hour	Labor Rate per Hour – Carpet Cleaning	\$ _____
2.	1	Sq. Ft.	Square Footage cleaned per hour (Estimate of square footage that can be cleaned per hour on average (not including set-up/take-down))	_____
3.	1	Hour	Labor Rate per Hour – Water Extraction	\$ _____
4.	1	Hour	Other Unidentified Labor (if other labor classifications become necessary to complete this work). Indicate the % over prevailing wage rate to be charged.	_____ %

Labor - Emergency

5.	1	Hour	Labor Rate per Hour for emergency call-out – Carpet Cleaning	\$ _____
6.	1	Hour	Labor Rate per Hour for emergency call-out – Water Extraction	\$ _____
8.	1	Hour	Other Unidentified Labor (if other labor classifications become necessary to complete this work). Indicate the % over prevailing wage rate to be charged.	_____ %

Labor – Holidays, Overtime

9.	1	Hour	Holidays & overtime – Carpet Cleaning	\$ _____
10.	1	Hour	Holidays & overtime – Water Extraction	\$ _____
12.	1	Hour	Other Unidentified Labor (if other labor classifications become necessary to complete this work). Indicate the % over prevailing wage rate to be charged.	_____ %

RESPONSE TIME:

WE (I) WILL PROVIDE CARPET CLEANING SERVICES WITHIN _____ HRS/DAYS FROM RECEIPT OF ORDER & AT PRICES & TERMS SPECIFIED UNLESS OTHERWISE NOTED.
MAXIMUM TWO (2) BUSINESS DAYS.

EMERGENCY CALL-OUT SERVICES WILL BE PROVIDED WITHIN _____ MINUTES FROM RECEIPT OF ORDER.
MAXIMUM SIXTY (60) MINUTES.

VIII. CONTRACTOR QUESTIONNAIRE & QUALIFICATION STATEMENT

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.**

CONTRACTOR INFORMATION

Proposer's Legal Name: _____

Company's dba: (if applicable) _____

CEO/President
Name: _____

Business License No. _____ UBI No. _____ Federal EIN No. _____

Contractor License No. _____ Effective Date _____ Expiration Date _____

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 _____

OWNERSHIP

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

Please explain: _____

Number of years Contractor has been engaged in Business: _____

REFERENCES

Contractor must have at least five (5) years of experience as a contractor in this field of work and have satisfactorily completed three (3) projects of this nature in the last five (5) years.

1) Company _____
Address _____
City _____ State _____ Zip _____
Contact Person _____ Phone (_____) _____
Work Performed _____

2) Company _____
Address _____
City _____ State _____ Zip _____
Contact Person _____ Phone (_____) _____
Work Performed _____

3) Company _____
Address _____
City _____ State _____ Zip _____
Contact Person _____ Phone (_____) _____
Work Performed _____

QUALIFICATIONS & RESPONSIBILITY

A. It is the intent of Owner to award a contract to the low responsible bidder. Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The bidder must:

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;

Contractor #: _____

Effective Date: _____

Expiration Date: _____

2. Have a current Washington Unified Business Identifier (UBI) number;

UBI #: _____

3. If applicable:

- a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;

Is account current? _____
Yes/No

- b. Have a Washington Employment Security Department number, as required in Title 50 RCW;

- c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

Is contractor disqualified? _____
Yes/No

5. Until December 31, 2013, not have violated more than one time the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370.

Does contractor have violations? _____
Yes/No

IX. BIDDERS CHECK LIST

The bidder's attention is especially called to the following forms which must be executed as required, and submitted with their bid before the Bid close date and time:

A. Small Works Registry

Is required in order to bid this contract (page 10).

B. Bid Signature Sheet

To be filled out, signed (page 2).

C. Bid Form

The unit prices bid must be shown in the spaces provided (pages 19-20).

D. Contractors Questionnaire and Qualification Statement

To be filled out completely (pages 21-23).

E. CERTIFICATE OF COMPLIANCE WITH WAGE PAYMENT STATUTES (page 26)

The following forms are to be executed after the contract award and before any work is performed. Failure of successful bidder to return the following form will be cause for award cancelation and bid award may be made to the next lowest bidder.

A. Contract

This agreement to be executed by the successful bidder (pages 13-18).

A separate contract will be required for the City and the County.

B. E-Verify Compliance Declaration (page 25)

C. Personnel Inventory Form (page 27)

D. Certificate of Insurance with Attached Additional Insured Endorsement

Refer to attached sample of Certificate of Insurance and Additional Insured Endorsement (pages 28-32)

E. Prevailing Wage Intents and Affidavits

The City and the County will require separate Intents to Pay Prevailing Wage and Affidavits of Wages Paid. One Intent to Pay Prevailing for both the City and the County will need to be filed at the beginning of each Contract Year and one Affidavit of Wages Paid for both the City and the County will need to be filed at the end of each Contract Year (page 10).

X. 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 subVendor. 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: _____

XI. CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES



Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**October 26, 2017**), that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Individual Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

Personnel Inventory Form

Firm Name: _____ Contact: _____

Address: _____ Phone Number: _____

City: _____ State: _____ Zip: _____

Type of Service Provided: _____

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Current Date

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

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

PRODUCER INSURANCE AGENT ISSUING CERTIFICATE	CONTACT NAME: INSURANCE AGENT INFORMATION	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED ENTITY INSURED ADDRESS	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : A- VII OR BETTER, ADMITTED CARRIER	
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		
NAIC #		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		POLICY NUMBER	START DATE	STOP DATE	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X		POLICY NUMBER	START DATE	STOP DATE	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$	
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A	POLICY NUMBER	START DATE	STOP DATE	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Yakima and the County of Yakima, its agents, employees, authorized volunteers, elected and appointed officials are included as Primary/Non-Contributory additional insureds. See attached Additional Insured Endorsement.

CERTIFICATE HOLDER City of Yakima/County of Yakima Purchasing Department 129 N. 2nd St. Yakima, WA 98901	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE SIGNATURE

COMMERCIAL GENERAL LIABILITY

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

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

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

2. Exclusions

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU
PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to Limits of Insurance shown in the Declarations.

C. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

2. "Bodily injury" or "property damage" occurring after:

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

D. As respects the coverage provided under this endorsement, Paragraph 4.b. of the Other Insurance Condition is deleted and replaced by the following:

4. Other Insurance

b. Excess Insurance

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless the written contract or agreement described in A. above specifically requires that this insurance be provided on either a primary basis or a primary and noncontributory basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Designated Construction Project(s): COVERAGE APPLIES TO CERTIFICATES OF INSURANCE REFERENCING FORM CG2503</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.