



Yakima County

Request for Proposal No. C11302-P

for

**Data Backup, Restore and Archive
System for Yakima County Technology
Services**

December 28, 2012

BOARD OF YAKIMA COUNTY COMMISSIONERS

NOTICE TO PROPOSERS

Notice is hereby given by the undersigned that sealed proposals will be accepted at the Yakima County Courthouse, Board of County Commissioners Office, 128 North Second Street, Yakima, Washington, 98901 until 11:00 am on Thursday, January 17, 2013 and Proposer names will be publicly read for:

Data Backup, Restore and Archive System for Yakima County Technology Services

Yakima County is seeking proposals for a Data Backup, Restore and Archive System, which is further defined within the specific functional details section of the RFP. The intention of the RFP is to select a Vendor to provide all labor, equipment, materials and supervision to install, program, calibrate, adjust, document and test the total system.

Proposals shall be:

- (1) Sealed.
- (2) Plainly marked: RFP C11302-P Data Backup, Restore, and Archive System
- (3) Addressed: Yakima County Courthouse
Board of Yakima County Commissioners
Attn: Tiera Girard, Clerk of the Board
128 North Second Street, Room 232
Yakima, Washington 98901
- (4) Proposals must be in the Office of the Yakima County Commissioners on or before the due date of 11:00 a.m. on Thursday, January 17, 2013 and will be opened shortly thereafter across the street at City Hall Council Chambers, since City/County functions are now merged.

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

This advertisement does not constitute any offer on the part of any Yakima County government entity; rather it is placed only in order to solicit proposals. Minority Vendors are encouraged to submit a proposal. Yakima County reserves the right to reject any and all proposals.

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

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

DONE this 28th day of December, 2012.

(Seal)

Tiera Girard, Clerk of the Board

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C11302P Data Backup, Restore and Archive System for Yakima County Technology Services

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I. GENERAL SPECIFICATIONS

A. PURPOSE & INTRODUCTION

Yakima County is seeking proposals for a Data Backup, Restore and Archive System. This system is defined as:

An integrated software and hardware system performing data deduplication, backup, restoration (including bare metal restoration), archival and remote data storage running on dissimilar Windows servers, IBM Server and VmWare based systems. System should be configured to adequately backup the current 10 Tb of uncompressed data. The provided system shall be scalable to provide for a yearly increase of 2 terabytes of uncompressed data over the next 5 years.

The purpose of this Request for Proposal (RFP) is to select a Proposer to provide all equipment, materials, training and supervision to analyze, scope, design, install, program, calibrate, adjust, document, and test the total system.

B. SCOPE OF WORK

This subsection contains, in general terms, the overall objectives of Yakima County and is issued with the intent of obtaining the services and products of a data deduplication, backup, restoration, archival and remote storage vendor.

The Vendor, with its own forces, or through County approved joint ventures, shall perform all of the work described in the Technical Specifications, enabling the County to achieve the objectives described in this document. The Proposer shall acknowledge that a strict compliance schedule exists and that time is of the essence for this project.

Each proposer providing a proposal for consideration by Yakima County is responsible for obtaining information on the conditions and restrictions involved with meeting the obligations and providing the services as set forth in this RFP. The failure or omission of a proposer to obtain adequate information will in no way relieve the proposer of any obligation with respect to this RFP or to an associated contract.

Shall a proposer's product not include hardware; the proposer must include minimum hardware specifications to meet the stated objectives. The cost of the hardware will be added to the item cost for purposes of comparison. Hardware selection will be at the discretion of Yakima County Technology Services.

C. 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, as proposed, for the first year of the contract unless an exception is stated in the proposal. The County may, at its option, extend the contract on an annual basis, subject to a successful price agreement, if it is in the best interest of the County.

D. 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. Additionally, Yakima County may also terminate this agreement in whole or in part if the Yakima County’s Board of Commissioners determines that termination is in the best interests of the County.

E. TERMINATION – CAUSE

The County reserves the right to terminate this contract at any time, upon written notice, in the event that the services of the Vendor are deemed by the County to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in this agreement.

Yakima County may terminate this agreement, including all related agreements (e.g. maintenance agreements, etc.) in whole, or from time to time in part, whenever the Vendor is prevented from proceeding with the project work by reason of a preliminary, special, or permanent restraining order from a court of competent jurisdiction where the issuance of such restraining order is primarily caused by either acts or omissions of the Vendor or by acts or omissions of persons or Agencies other than the Vendor.

This agreement and the license granted hereunder may be terminated by Yakima County if the Vendor is in default of any provisions of this agreement, so long as the default is not corrected within thirty (30) calendar days of the receipt of written notice of the default from Yakima County. For the purposes of this Section 15.1, “default” shall include, but not limited to, any failure to abide by the terms or conditions of this agreement including the Yakima County’s RFP and Vendor’s response to RFP, together with any of the instances of the following:

- ❖ Vendor defaults on any of the terms of its contract with the Yakima County;
- ❖ Vendor ceases its ongoing business operations;
- ❖ Vendor stops maintenance support ;
- ❖ Vendor fails to perform the contract in a timely fashion;
- ❖ Vendor suffers any act of insolvency; or
- ❖ Vendor fails to maintain qualified technical staff capable of supporting or modifying the system.

F. NEW AND UNUSED

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

G. 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.

H. RFP COORDINATOR

All clarifications or questions regarding the specifications outlined in this RFP package must be made in writing to the RFP Coordinator, Colleen Bailey, City of Yakima Purchasing at colleen.bailey@yakimawa.gov. All questions should be received by January 7th, 2013.

The RFP Coordinator is:
Colleen Bailey, CPPB
Purchasing Buyer II
City of Yakima/Yakima County
129 No. 2nd Street
Yakima, WA 98901
Ph: 509-576-6787

II. SPECIAL INSTRUCTIONS

A. SUBMITTALS

Deadline for Delivery of Proposals

One original proposal, with one (1) complete copy, and one (1) CD, shall be sealed and must be delivered no later than 11:00 A.M. PST, January 17, 2013 to:

All proposals shall be submitted in a sealed envelope, and shall contain the full name of the person, agency or company submitting the proposal, and shall be signed by an official authorized to execute a contract. One complete original proposal and one exact duplicate will be required for submission. Proposal envelopes shall be clearly marked as follows:

RFP No. C11302-P Data Backup, Restore and Archive System for Yakima County

**Yakima County
Board of County Commissioners
128 No. 2nd St.
Yakima, WA 98901**

Proposals received after the above deadline will not be eligible for consideration. The deadline will be strictly adhered to. Late proposals will not be considered. Proposals, which do not include all requested information and required documentation, may be considered non-responsive.

All proposals must be concise and to the point and all extraneous material must be excluded.

Yakima County will not be liable for any costs incurred by the Proposer in preparation of a proposal submitted in response to this RFP, in the conduct of a presentation, in facilitating site visits or any other activities related to responding to this RFP.

B. REJECTION OF PROPOSALS

Yakima County reserves the right to reject any or all proposals, to waive any informality in proposal and to accept the proposal that, in the opinion of Yakima County is in the best interests of Yakima County.

C. NOTIFICATION TO UNSUCCESSFUL VENDORS

Proposers, whose proposals have not been selected, will be so notified by mail, fax or electronic mail.

D. MORE OR LESS

Quantities are estimated only and shall be priced on a MORE OR LESS basis. For the purpose of comparison, prices shall be made on the various components in the quantities listed in the proposal. Listed quantities shall not be considered firm estimates of requirements for the year, nor shall the County be bound or limited to quantities listed.

E. FUTURE PURCHASES

Each proposer shall provide a percentage discount off the manufacturer's list price for future purchases of similar wireless communication modems, peripheral equipment, accessories, and services. This percentage shall be listed on page 2 of the proposal form in the space provided (attachment D).

F. EXPANSION CLAUSE

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

G. RATES AND PRICES

Rates and Prices: Pricing shall be prepared with the following terms. The Buyer may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of proposal or other circumstances beyond the control of both parties, as determined in the opinion of the Buyer.

Requests for Rate Increases must be delivered to the City Purchasing Buyer in accordance to the rules below. No other employee may accept a rate increase request on behalf of the County. Any invoice that is sent to the County with pricing above that specified by the County in writing within this Contract or specified within an official written change issued by County Purchasing to this contract, shall be invalid. Payment of an erroneous invoice does not constitute acceptance of the erroneous pricing, and the County would seek reimbursement of the overpayment or would withhold such overpayment from future invoices.

1. **Discount from Manufacturer List Pricing:** For all contract items that are priced as a discount below Manufacturer List prices, there shall be no changes to the discount rate throughout the life of the contract. As manufacturer list prices change, the net price to the County will automatically change in the same percentage as the discount rate to the County.

- The United States published indices such as the Consumer Price Index or other government data may be referenced to help substantiate the Vendor's documentation. A link to the CPI 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.
- Should not deviate from the original contract pricing scheme/methodology

2. **Fixed Product Pricing:** For product and supply contracts that provide on-going, multiple year supply. Original pricing shall be fixed and firm for the first year of the contract.

Price requests are at the discretion of the Buyer; and must also be:

- The direct result of increases at the manufacturer's level (or if Vendor is a supplier of a raw material delivered directly to the County such as cement or soil, 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 Buyer (ITB Coordinator) a minimum of 30 calendar days before the effective date of proposed increase.
- Be accompanied by detailed documentation acceptable to the Buyer (ITB Coordinator) sufficient to warrant the increase.
- 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.
- Should not deviate from the original contract pricing scheme/methodology.

H. PAYMENT

Vendor is to submit properly completed invoice(s) to the address specified on the purchase order. To insure prompt payment each invoice should cite purchase order number, proposal number, description of item purchased, unit and total price, discount terms and include the vendor's name and return remittance address.

Payment for the products and services to be provided under this agreement shall occur upon completion and final acceptance by Yakima County of the product milestones.

All payments shall be made in U.S. Dollars within forty-five (45) days of invoice, so long as the Yakima County has accepted and approved the products and services listed on the invoice.

I. DELIVERY

Each proposer is required to list on the proposal and/or Proposal Price 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 proposals. Failure to include a specific number of calendar days may be sufficient grounds for rejection of Proposal. Upon delivery, the equipment shall be thoroughly tested in operation by an authorized representative of the County to check on the performance of the equipment and operation of the unit as a whole.

J. PROPRIETARY INFORMATION

Any portion(s) of your proposal that contains proprietary information need to be clearly marked on each page with the notation "Confidential" on the lower right hand corner of the page containing this proprietary information. Cost proposals are not considered proprietary or confidential. The Proposer must be reasonable in designating information as proprietary or confidential. You may not mark the entire proposal as copyrighted, proprietary or confidential. If your proposal is successful and Yakima County received a request to view or copy of your proposal, Yakima County shall respond according to public disclosure procedures described in the RFP.

K. PUBLIC DISCLOSURE

Proposals shall become the property of Yakima County. All proposals shall be deemed a public record as defined in RCW 42.56 "Public Records." Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the Proposer, or is any way contrary to state public disclosure laws or this RFP will be declared non responsive and removed from consideration. Any information in the proposal that the successful Proposer desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated as described in Section Proprietary Information. The particular exception from disclosure upon which the Proposer is making the claim and the RFP page it is found on must be identified.

RFP's will not be disclosed prior to release to potential respondents. With the exception of lists of prospective Proposers, Yakima County will not disclose RFP records until execution of the contract(s). At that time, all information about the competitive procurement will be available with the exception of:

Proprietary/confidential portion(s) of the successful proposal(s), until the Proposer has an adequate opportunity to seek a court order preventing disclosure.

Yakima County will consider a Proposer's request for exemption from disclosure; however, Yakima County will make a decision predicated upon RCW 42.56.

L. TAXES & LICENSES

All lump sum prices shall include sales tax in the proposal price unless otherwise noted. The successful vendor is expected to obtain and pay for all required Federal, State, and local licenses and permits required for purchase and installation.

M. PROCUREMENT PROCESS

This section provides information regarding the procurement process for this RFP.

Proposed schedule:

Event	Scheduled Date
Request for Proposals due	January 17, 2013 by 11:00 A.M.
Final questions from Vendors due	January 7 th by 5:00 P.M.
Answers due to Vendors	January 10 th by 5:00 P.M.
Demonstrations/Proposal Validation	To be scheduled
County Commissioners Agenda	To be scheduled
Contract Negotiations and Detailed Planning	To be scheduled
Contract Signed	To be scheduled
Announce Final Vendor Selection	To be scheduled
Begin Implementation	To be scheduled

Yakima County reserves the right to modify the schedule as circumstances may warrant.

N. JOB CONDITIONS

Proposer must examine areas and conditions under which equipment is to be installed and must notify County in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in manner acceptable to installer.

Yakima County reserves the right, upon the request of a prospective Proposer or upon its own initiative, to issue addenda to the RFP. In any such case, written addenda will be provided to all Proposers. Any such amendments to the RFP will be made via addenda. Yakima County is not bound by any oral interpretations, clarifications, or changes made in the RFP by county employees. The written response will be mailed, faxed or electronic to all prospective Proposers.

O. RESPONSIBILITIES

Proposer will provide the software product(s), other products, support provide implementation and other services as required by Yakima County in the final contract. These software products, other products, support and services shall be accompanied by the software documentation and include program specifications that describe the program setup, operation, and maintenance.

III. EVALUATION OF PROPOSALS AND AWARD

A. PROPOSAL EVALUATION

The initial selection of the successful proposer will be based on the content of the Technical Proposals.

All Technical Proposals will be thoroughly evaluated and ranked in order of preference including but not limited to the following:

<i>EVALUATION CRITERIA</i>	<i>POSSIBLE POINTS</i>
Completeness of Proposed Solution	40
Performance (Backup Rate, Compression, restore rate, etc.)	20
Appropriate solution for Yakima County	30
Ease of integration to existing network	30
Equipment warranty	10
Vendor's ability to service equipment	20
Remote vendor support	10
Qualifications of Company	10
Past experience of Company with similar work and references	10
<i>SUB-TOTAL</i>	<i>180</i>
Cost	120
<i>TOTAL</i>	<i>300</i>

Interviews may be held to review Technical Proposals and qualifications in person.

All proposals will be ranked according to the overall perceived benefit to Yakima County.

B. CONTRACT DEVELOPMENT

The County intends to enter into a contractual agreement with the apparent successful Proposer for providing the needed professional services. Contract negotiations will proceed following selection of the apparent successful proposal. The content of the Request for Proposals and the successful Vendor proposal will become integral parts of the contract, but may be modified by the provision of the contract. If a contract, for any reason, cannot be negotiated, another Vendor may be selected based on the next best proposer.

C. AWARD

The award will not necessarily go to the proposal with the lowest price, but to the proposal that best demonstrates, in Yakima County's sole discretion, the ability to fulfill the requirements of the Request for Proposal and specifications.

The County reserves the right to award the contract to the Proposer that it deems to offer the best overall proposal in its sole discretion. The County is therefore not bound to accept a proposal on

the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this RFP and to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interests of the County.

D. NEGOTIATION

The County reserves the right to negotiate any and all elements of this Proposal.

IV. TECHNICAL SPECIFICATIONS

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

Vendor shall check “YES” if they do comply 100% with that particular specification, or “NO” if they do not. If “NO” is checked, vendor must explain in the “COMMENTS” column on the right how their specification deviates. Checking “NO” on any item will not necessarily disallow vendors bid. The City shall be the sole judge as to whether an exception is acceptable or not. Vendors must respond to all objectives with yes or no answer and provide thorough explanations.

Attach full system diagram showing all components of proposed Yakima County solution with indication of vendor and cost.

Submit manufacturer’s product data, specifications, and installation instructions for each material and equipment, including other data as may be required to show compliance with these specifications.

Technical Specification Analysis

A. The overall objective of this RFP is to result in a contract with a qualified vendor who can adequately provide products and services as described in the specifications of this RFP and best meets, in Yakima County’s sole opinion, the following objectives:

<u>Yes or No</u>	<u>Comments</u>	
___	___	a. Disk to disk backup of mission critical data so it is easily restorable should the production data be deleted or corrupted.
___	___	b. Restore at the file level.
___	___	c. Provide a bare metal restoration if desired.
___	___	d. Ability to backup and restore the following products and systems:
___	___	i. Microsoft Windows Server 2000, 2005, 2008, 2008R2, 2012
___	___	ii. Microsoft SQL Database 2000, 2005, 2008, 2012
___	___	iii. Microsoft SharePoint
___	___	iv. Microsoft Exchange

- — v. IBM AIX
- — vi. VMWare 4.x - 5.x
- — e. Will perform archiving, either to disk, tape or combination of the two. (Archiving is defined as the removal of “old” files to a removable media)
 - — i. Ability to remove “old” data from primary backup unit.
 - — ii. Archived data must be catalogued.
- — f. Includes hardware and software for remote data storage in combination with local storage.
 - — ii. Performs data deduplication and compression.
 - — iii. Offers a single management console or similar software for administration, scheduling, and file restoration.
 - — iv. Ability to perform full backups as well as incremental.
 - — v. User will have the ability to set schedules for various backups.
 - — vi. Provide status messages via email of success or failure of scheduled backups.
 - — vii. Perform system wide incremental backups within a backup window of less than 8 hours.

B. ENVIRONMENT

Proposer will scope, design, deliver, install and configure a data deduplication, backup, restoration, archival and remote storage solution for the following environment:

Hardware:

- — a. **60** physical windows servers
- — b. **40** Virtual Servers
- — c. **One** IBM AIX server
- — d. **Three** SANs.
- — e. 1 Gb network connections

Files Types and Size:

- — a. Total data – Approximately 12 TB uncompressed, unclassified data.
- — b. Approximately 3.5 Tb of Tiff’s,
- — c. 1,3000 Exchange mail boxes holding approximately 1.6 Tb of email.
- — d. Change rate has not been determined

Physical Locations:

- — a. Primary backup system will be located in datacenter.
- — b. Off site location has not been determined at this time.

C. NOT TO BE CONSIDERED

- a. Public cloud services as an alternative for remote data storage.
- b. Tape only systems.

D. IMPLEMENTATION PLAN

The Proposer will develop and include in the RFP a detailed implementation plan document. The implementation plan will be used to monitor and assess the progress and provide system documentation. The implementation plan document will at a minimum include:

- a. Hardware configuration.
- b. Software installation.
- c. Testing.
- d. Validation.
- e. Client deployment.
- f. User training and documentation.

E. INSTALLATION - GENERAL

The Vendor, with its own forces, or through County approved joint ventures, shall install hardware and software making up the data deduplication, backup, restoration, archival and remote storage systems in accordance with the best practice of the trade and in accordance with the recommendations of the manufacturer. All hardware must be quoted utilizing new components as supplied by the specified hardware manufacturer. No substitutions will be accepted. Do not install products, which are observed to be defective.

F. LICENSES, ADDITIONAL LICENSES, AND LICENSE FEES

Any software license provided under this agreement shall be guaranteed in perpetuity to Yakima County. If Yakima County increases the number of concurrent users until the expiration of the warranty period, customer will pay additional license fees at the same rate as the initial license fees. Thereafter, any increase in license fees will be limited to five percent (5%) per year.

G. OPERATING ENVIRONMENT DESIGNATION

The license granted to use the software products under this agreement will be fully operational when used on Yakima County's operating environment.

H. PRODUCT FUNCTIONALITY

The Vendor's software application shall provide the following functionality:

- a. Functionality documented in the Vendor's response to RFP.
- b. Functionality documented in any amendments to Vendor's response to RFP.
- c. Functionality demonstrated during the product demonstrations as described in Yakima County's RFP.
- d. Functionality documented in the Vendor's software documentation.
- e. Functionality documented as part of this contract.

I. ALTERING FUNCTIONALITY

In the course of updating or enhancing the software application, the Vendor may alter an application's functionality. However, the Vendor shall not eliminate or substantially alter any software functionality promised under this agreement without the express written permission of Yakima County.

J. CHANGE IN DESIGNATED OPERATING ENVIRONMENT

a. Yakima

County Yakima County may change its designated operating environment at any time without incurring additional license fees, or the Vendor shall specify other acceptable operating environment alternatives that would not incur additional fees.

b. Vendor

Vendor will provide all identified support levels for Yakima County's operating environment for a minimum of five (5) years from the date the Yakima County issues its final acceptance of the software product(s), other products and software documentation. If the Vendor discontinues support for the Yakima County's operating environment at any time prior to the expiration of this five-year period, the Vendor shall provide, at no cost to Yakima County, all assistance necessary to move Yakima County to an operating environment, of the Counties choice, that is supported by the Vendor. This assistance shall include, at a minimum, installation and configuration of the software in the new operating environment, conversion of data from the unsupported operating environment to the new operating environment, and training necessary to operate and maintain the system in the new environment.

K. SUPPORT AND MAINTENANCE

The Vendor will describe their support organization, problem escalation process, and options for technical problem resolution. Remote support shall also be provided by the vendor. The Vendor must list in the cost proposal whether service costs are a flat-fee or per incident. In addition, a list/description of billable services is required.

Vendor will also enter into a software maintenance services agreement with Yakima County that will enable the software system to perform in accordance with this agreement, Yakima County's RFP, the Vendor's response to RFP, and other identified documentation, including amendments or addenda that may be issued from time to time.

This software maintenance services agreement will go into effect at the conclusion of the applicable warranty period and shall automatically extend for additional one (1) year period, unless cancelled by Yakima County by written notice no less than thirty (30) days prior to the end of period of coverage. The Vendor shall provide Yakima County no less than twenty-four (24) months prior written notice if the Vendor generally discontinues offering maintenance to customers of the licensed products. The Vendor will not provide such notice during the initial five (5) years following execution of this agreement.

During the term of this maintenance agreement, Vendor will provide, at a minimum, the following software maintenance services:

- a. All new releases of the software product(s)
- b. All software system modifications, updates and revision
- c. All software system improvements
- d. All functional problem resolutions to the software product(s)
- e. All software documentation modifications, updates and revisions
- f. All software system modifications in support of changes in Yakima County's operating system
- g. Telephone support by qualified staff trained to address and correct issues during the hours of 8:00 a.m. and 5:00 p.m., Pacific Time, Monday through Friday, excluding national holidays
- h. Onsite support by a technician qualified to address, when required because of the severity of a software problem or for other reasons identified in the agreement
- i. All support services listed in the license agreement, the Yakima County's RFP and the Vendor's response to RFP

Response times will vary depending upon the severity of the problem experienced (e.g., problems or bugs that materially affect the functionality of any software product may require immediate onsite response; less critical problems may only require telephone response within a set time period). Vendor's required response times for identified support (i.e., telephone, onsite, or otherwise) will be within fixed periods of time; vague response requirements such as "prompt" or "reasonable" will not be accepted.

L. GUARANTEE/WARRANTY

Bidder shall state terms and conditions of guarantee/warranty. Each unit shall carry full factory and/or manufacturer's warranty.

a. All configurations must be covered by a minimum manufacturer's warranty of one (1) year parts and labor. Pricing proposed for maintenance/annual support contracts shall be valid for an additional four (4) years from when the manufacturer's warranty expires.

b. Vendor will provide manufacturer certification that manufacturer will make available original hardware manufacturer replacement parts, or the Yakima County approved equivalent, for a minimum of five (5) years from the date of the purchase made from the contract.

c. Title Warranty

Vendor warrants that it has full title and ownership of the software products and other products. Vendor further warrants that is has the full power and authority to grant the license(s) granted by this agreement to Yakima County and that the license to and the use by Yakima County of the software products and other products in no way constitute an infringement or other violation of any copyright, trade secret, trademark, patent or other proprietary right of any third party.

d. Merchantability And Fitness Warranty

Vendor represents and warrants that the software product(s), other products and software

documentation will be merchantable and will be fit for the particular purposes established in Yakima County's RFP and Vendor's response to Yakima County's RFP.

e. One-Year Express Warranty

Vendor warrants that, for a period of one year from the date Yakima County has issued its final acceptance of the software product(s), other products and software documentation, the software products(s), other products and software documentation will be free from significant programming errors and from defects in workmanship and materials and shall operate in conformity with the performance capabilities, specifications, functions, and other applicable descriptions and standards, specifically including all specifications established in the user manual and elsewhere by Vendor. During this warranty period, Vendor shall also provide Yakima County the support and maintenance services set forth in the Maintenance Agreement. After expiration of the warranty period, Vendor shall provide support and maintenance services for the Software pursuant to the terms of that Maintenance Agreement. This warranty will not be affected by Yakima County's modification of the software product(s) (including source code), other products or software documentation, so long as the Vendor can discharge any warranty obligations notwithstanding those modifications or so long as the Vendor can discharge any warranty obligations following customer's removal of its modifications.

f. Virus Warranty

Vendor warrants that the software product(s) or other products do not contain any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), that could damage, destroy, or alter any computer program, firmware, or hardware or which could in any manner, reveal, damage destroy, or alter any data or other information accessed through or processed by the software product(s) or other products in any manner. Vendor shall immediately advise Yakima County, in writing, upon reasonable suspicion or actual knowledge that the software product(s) or other products may result in the harm described above.

g. Maintenance Warranty

Vendor warrants that it will maintain the software product(s), other products and software documentation, including all updates, so that the software product(s), other products and software documentation will operate in conformity with all improvements, additions, or modifications of the software installed at Consortium's site or sites for a period of not less than five (5) years from the date of Consortium's final acceptance of all software products, other products and software documentation.

M. DEFECTS CORRECTIONS

Throughout implementation and during the terms of all support and maintenance agreements, including all renewal periods, Vendor will correct all defects to the extent those defects originate from the acts or omissions of Vendor's products or personnel.

N. TRAINING

The Vendor must list training options, time requirements, and "Best Practices" recommendations in the cost proposal. Training options should include but not be limited to:

- a. System Installation
- b. System Administration

Vendor must list in the cost proposal whether the training is provided offsite or onsite, training duration, and the training level. The Vendor will work with Technology Services staff to determine exact training requirement prior to application installation.

O. WORKER’S COMPENSATION COVERAGE

The Vendor will, at all times, comply with all applicable workers’ compensation, occupational disease and occupational health and safety laws, statues and regulations to the full extent applicable. Yakima County will not be held responsible in any way, for claims filed by the Vendor or their employees for services(s) performed under the terms of this contract awarded from this RFP.

P. PROOF OF PROFESSIONAL LIABILITY INSURANCE

Each Vendor must indicate in the submittal letter and as a condition of contract award, that they will provide proof of insurance from the Vendor’s insurance carrier. The Vendor shall, at its own expense, obtain and keep in force liability insurance during the term of the contract. The Vendor shall furnish evidence to Yakima County within fourteen (14) business days of receipt of notice of award, in the form of a Certificate of Insurance that insurance will be provided per attached sample (Attachment D).

Professional Liability: The Vendor shall provide evidence of Professional Liability insurance covering professional errors and omissions. Such policy must provide the following minimum limits:

\$1,000,000 per Claim

If insurance is on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract.

Q. CLAIMS

Any claim for damages incurred by either party resulting from breach of this agreement by the other party shall survive termination. The remedies provided herein shall not be deemed exclusive but shall be cumulative and shall be in addition to all other remedies provided by law and equity. No delay or omission in the exercise of any remedy herein provided or otherwise available to Vendor shall impair or affect its right to exercise the same.

R. ATTORNEYS' FEES

Subject to the indemnification and limitation of the Vendor's liability provisions set forth in this agreement; if any action or suit is brought with respect to a matter or matters covered by this agreement, each party shall be responsible for its own costs and expenses incident to such proceedings, including reasonable attorneys' fees.

S. VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is understood and agreed that this Agreement shall be governed by

laws of the State of Washington both as to interpretation and performance.

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

T. ASSIGNMENT

The awarded Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or of any of its rights, title, or interests therein, without the prior written consent of Yakima County.

U. ENTIRE AGREEMENT

The terms and conditions outlined, together with Yakima County's RFP, Addendum(s) and Vendor's Response to RFP constitutes the entire agreement between Vendor and Consortium and shall not be modified or rescinded except in writing, signed by both parties. In the case of inconsistencies or disputes among this agreement, the Consortium's RFP, and the Vendor's response to RFP, the following order of precedence shall prevail in descending order of priority:

- 1) This agreement and any written and fully signed amendments thereto.
- 2) Yakima County's RFP and any written amendments thereto.
- 3) The Vendor's response to RFP and any authorized written amendments or clarifications thereto.

If any terms or conditions of this agreement are invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted and the remaining provisions shall not in any way be affected or impaired.

V. DEVIATIONS AND EXCEPTIONS

Deviations and exceptions from these terms, conditions and specifications shall be described fully by all proposers. In the absence of exceptions, the vendor's proposal shall be accepted as in strict compliance with all terms, conditions and specifications, and the successful vendor shall be held liable for performing all specifications.

W. INDEMNIFICATION

Except for liability that is solely the fault of Yakima County, its officials, officers, employees, agents, and assigns (each of the foregoing hereafter referred to individually as the "Indemnified Party"), Vendor agrees to defend, indemnify and hold harmless the Indemnified Party from and against any and all third party claims, actions, losses, liabilities, judgments, awards and costs (including attorney fees and legal expenses) arising out of or in connection with the negligence of the Vendor in the performance of this agreement including, without limitation, the infringement or violation of any third party's trade secrets, proprietary information, trademark, copyright, patent right or other proprietary right. Vendor shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that Yakima County gives the Vendor prompt notice of any such claim of which it learns. No settlement that prevents Yakima County from continuing to use the software product(s), other products or software documentation as provided in this agreement shall be made without Yakima County's prior

written consent. In all events, Yakima County shall have the right to participate at its own expense in the defense of any such suit or proceeding through counsel of its own choosing.

This indemnification is limited to the software products, other products and software documentation delivered to Yakima County or as modified by the Vendor and does not cover third party claims arising from modifications not authorized by the Vendor. This indemnification shall also survive the expiration or termination of this agreement.

X. BUSINESS REFERENCE – ATTACHMENT C

Vendor Must Provide Business References

The Vendor must supply names, addresses and telephone numbers of a minimum of three (3) non-Vendor owned business references for which the Vendor has completed similar work within the last two (2) years. Include a brief description of the type of service provided. All customer references should be of comparable size and complexity to Yakima County's project. The Vendor must grant permission to Yakima County to independently contact the references at Yakima County convenience. Do not include current Yakima County staff as references. Appendix C provides a worksheet that must be completed for each of the references.

Attachment A – Proposal Acknowledgement

In compliance with the Request for Proposal, and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items proposed. The Proposer is hereby advised that by signing this signature sheet he/she is deemed to have acknowledged all requirements contained herein.

PROMPT PAYMENT DISCOUNT TERMS OFFERED _____% _____

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

Date:

Authorized Signature

Title

Print Name

Company Name

Address

City, State, Zip+4

Phone

Fax

E-Mail

Delivery Days:

Federal ID #

DUN #

UBI #

Attachment B - Vendor Questionnaire

Vendor Profile

Table A1. Vendor Profile Questionnaire

Question	Response
Year founded:	
Headquarters location:	
Local officer(s):	
Total gross revenues:	
Total gross revenues for public sector:	
Average rate of growth in sales over the last three years:	
Percentage of gross revenues invested in research and development:	
Past year	%
Past three years	%
Dollars invested in research and development dedicated to public sector products:	
Past year	\$
Past three years	\$

Question	Response
Number of full-time personnel: Total company Management Support Research and development	
Number of full-time personnel dedicated to public sector products: Support Research and development	
Number of total customers by product suite: Past year Past three years	
Number of new customers by product suite: Past year Past three years	
Number of public sector sales by product suite: Past year Past three years Washington State	
Number of customers “live” utilizing: Proposed IPSS Proposed Web-enabled viewer	
Number of customers in implementation phase utilizing: Proposed IPSS Proposed Web-enable viewer	
Database Server - Hardware Platform Number of customers “live” utilizing each supported platform:	
Number of customers in implementation phase utilizing each supported platform:	

Attachment C – Reference Worksheet

Provide three (3) sets of References

Vendor		
Reference Name		
Contact Person 1		
Contact 1 Phone Fax Numbers		
Contact 1 Email address		
Contact Person 2		
Contact 2 Phone Fax Numbers		
Contact 2 Email Address		
Type of Business		
Original Amount of Contract		
Number of claims and or disputes by either party		
Identify any subcontractors performing 20% or more of contracted work		
Application Software Supplied/Services Provided	Project Date and Duration	

By signing this form, Vendor acknowledges and gives Yakima County permission to contact the Reference listed above at Yakima County’s convenience.

Signature

Date

Printed Name

Title

4.	3	Each	SANs	\$_____	\$_____
5.	1	Each	Engineering	\$_____	\$_____
6.	30	Each	Project Management	\$_____	\$_____
7.	1	Each	Installation	\$_____	\$_____
8.	1	Each	Software	\$_____	\$_____
9.	1	Each	Licensing	\$_____	\$_____
12.	1	Each	First Year maintenance for hardware, software, and licensing	\$_____	\$_____
13.	1	Each	Maintenance for years 2 through 5	\$_____	\$_____
14.	1	Each	Vendor to list discount off the manufacturer's list price for future purchases:	%_____	

FREIGHT F.O.B. Destination: Yakima, WA: **Included** **Included**

SUBTOTAL:

TAX AT 8.2%:

GRAND TOTAL:

DELIVERY:

We (I) will deliver complete the above articles within _____ days from receipt of order and at prices and terms specified unless otherwise noted.

**YAKIMA COUNTY
GENERAL PROVISIONS
(A PART OF ALL INVITATION TO BID DOCUMENTS)**

These General Provisions, the Specifications, the Invitation to Bid/Quote form and any attachments, constitutes the bid document, and will be considered as one document.

1. Laws and Regulations

The contractor shall comply with all applicable laws and regulations pertaining to this contract. In addition, the contractor shall ensure that any subcontractor performing this contract shall comply with all applicable laws and regulations pertaining to this contract.

2. Acceptance

The County reserves the right to reject any or all quotations, to waive any technicalities and informalities, and to accept or reject all or any part of this quotation at prices shown. All bids/quotes must remain open for acceptance by the County for a period of at least 60 calendar days from the date of opening of the bids/quotes, unless otherwise stated.

3. Bid/Quote Submittals

Bids and quotes shall be submitted on the attached forms only. Extra pages and literature may be added to this package; however, the package shall be returned intact as received. All prices and notations must be typewritten or written in ink, with no erasures permitted. Mistakes may be crossed out and corrections written adjacent thereto, and must be initialed in ink by person signing quotation. Verify your quotations before submission, as they cannot be withdrawn or corrected after being opened. If applicable, unit prices for all items, all extensions, and the total amount of bid or quote must be shown. In the instance of a discrepancy between the unit price and the total price, the unit price shall govern. Any pricing, configuration, or other errors discovered after bid/quote opening or quotation due date must remain and cannot be adjusted.

4. Change Orders

Change Orders for material or services will be without effect unless issued and authorized in writing by the Purchasing Manager.

5. Quality Standards

The brand names listed indicate the standard of quality required. Brands of equal quality, performance and use will be considered, provided the offeror specifies the brand, model and other data for comparison with their bid/quote. Yakima County will be the sole judge for approving other brands offered as equals to the brand specified. Bidders shall indicate if they are offering alternate brands in the space below each item and must provide descriptive specifications explaining the merits of the substitute item.

6. Delivery

Time is of the essence and this order is subject to cancellation by Yakima County for Vendor's failure to deliver on time. For any exception to the delivery date specified in this order, Vendor shall give prior written notification and obtain written approval from the City/County Purchasing Manager. The acceptance by the County of later performance with or without objection or reservation shall neither waive the County's right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor. All quotations shall include delivery F.O.B. destination, freight pre-paid, unless otherwise stated in this "Bid Call" or "Invitation to Quote" at the designated address set forth in the proposal given to each bidder. When shipping addresses specify room identification, Vendor shall make such delivery thereto without additional charge. If the County grants specific authorization to ship goods F.O.B. Shipping Point, Vendor agrees to prepay all shipping charges, route the goods by cheapest common carrier, and bill the County as a separate item on the invoice for said charges. It is also agreed the County reserves the right, at its sole option, to refuse COD Shipments.

7. Identification

The purchase order number shall appear on all invoices, packing lists, packages, shipping notices and other written documents relating to this order. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the content therein.

8. Payment

Vendor is to submit properly completed invoice(s) and mail to address specified at the time of order
To insure prompt payment, each invoice should cite purchase order number, bid/quote number, description of item purchased, unit and total price, discount terms and include the vendor's name and return remittance address. Payment will be mailed within thirty (30) days of (a) the receipt and acceptance of the product or service and (b) a properly completed invoice.

9. Risk of Loss

Regardless of the F.O.B. Point specified above, Vendor agrees to bear all risk of loss, injury, or destruction of goods ordered herein which occur prior to actual physical delivery to the County, and such loss, injury, or destruction shall not release Vendor from any obligation hereunder.

10. Force Majeure

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

11. Rejection

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

12. Approximate Quantity

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

13. Cooperative Purchasing

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

14. Samples

Samples of items, when required, must be furnished free of expense to the County, and if not destroyed by tests will, upon request, be returned at the bidder's expense.

15. Inspection

Cost of inspection on deliveries or offers for delivery, which do not meet specifications, will be for the account of the vendor.

16. Hazardous Materials

If this order covers goods, which include hazardous chemicals, Vendor shall, at the time of product delivery, provide the County with copies of Material Safety Data Sheets for such chemicals. These sheets shall be in the form then required by applicable law or regulation (See WAC 296-62-05413). This requirement shall be in addition to whatever other requirements are imposed by law or regulation.

17. Public Disclosure

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

18. Warranties

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

19. Re-Award

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

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

20. Errors and Omissions

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

21. Late Receipt of Bid/Quote Documents

Bids and/or quotations and modifications received after the exact hour and date specified for receipt of bids and/or quotations will not be considered (i.e. if bid was due by 2:00 PM, any bids received after 2:00:00 PM will be rejected).

22. Licenses

If applicable, successful vendor shall have a valid and current business license per Chapter 5.02 Section 5.02.010 of the Yakima Municipal Code covering this type of business and shall satisfy all applicable City Code provisions. Said license shall be obtained prior to the award of any contract. Inquiries as to fees, etc., should be made to the Office of Code Administration, telephone (509) 575-6121.

In addition, Contractors are required to be registered by the State per Chapter 18.27 of the Revised Code of Washington and their registration number must be listed on the bid/quote.

23. Delivery of Unapproved Substitutions

Vendors are authorized to ship only those items ordered covered by the contract. If a review of orders placed by the County reveals that an item other than those covered by and specified in the contract have been ordered and delivered, the Purchasing Manager will take such steps as are necessary to have the item(s) returned to the contractor at no cost to the County regardless of the time lapsed between the date of delivery and discovery of the violation. Violation of this clause may result in the removal of the offending vendor's name from the County mailing list for a period of up to three (3) years.

24. "No Bids"

Vendors who are unable to or do not wish to submit a bid and are encouraged to respond by notating their bid "NO BID" on page one of the "BID CALL" and mailing it to the City of Yakima Clerk's Office, 129 North 2nd Street, Yakima, Washington, 98901, with the Bid/Quote due date and time written on the face of the envelope. It is the County's practice that if no response to a bid is received by a vendor after two consecutive mailings, the vendor will be deleted from our vendor's mailing list for that type of commodity item.

25. Non-Collusion

The Bidder represents, by the submission of their Proposal, that the prices in this bid/quote are neither directly nor indirectly the result of any formal or informal agreement with another bidder.

26. Evaluation of Bid/Quote

In the evaluation of otherwise responsible bids/quotes, the Bidder's experience, delivery time and responsibility in performing other contracts will be considered. In addition to price, the following may be considered:

- I. The ability, capacity and skill of the bidder to perform the contract and provide the services required.
- II. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- III. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- IV. The quality of performance of previous contracts or service.
- V. The previous and existing compliance by the bidder with laws and ordinances relating to contracts or services.
- VI. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- VII. The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- VIII. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

27. Taxes

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The County is exempt from Federal Excise Tax. Where applicable, the County shall furnish a Federal Excise Tax Exemption certificate.

28. Non-Discrimination

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

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

29. Termination - Convenience

This contract may be terminated by either party by giving thirty (30) days written notice of such intent and will become effective thirty (30) days from the date such written notice is delivered to the applicable party to the contract.

30. Termination - Cause

The County reserves the right to terminate this contract at any time, upon written notice, in the event that the services of the Contractor are deemed by the County to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in this agreement. In addition to the foregoing right of termination, the County may terminate this contract, with or without cause, upon thirty (30) days written notice to Contractor.

31. Delay of an Award

If, after bid/quote opening, administration problems threaten to delay award beyond the bidder's acceptance period, bidders shall be requested to extend the bid/quote acceptance period. This request must be made and confirmed in writing prior to the expiration date of their bids/quotes (with consent of sureties, if any) to avoid the need to re-advertise.

32. Venue

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of the Agreement, the venue of such action of litigation shall be in the Courts of the State of Washington in and for Yakima County. This Agreement shall be governed by the laws of the State of Washington.

33. Defense and Indemnity Agreement

The vendor agrees to defend, indemnify and save harmless Yakima County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account to damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Vendor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

34. Permits

The vendor shall procure and pay for all permits and licenses necessary for the completion of the Contract, including those permits required by Yakima County. In the event a necessary permit is not obtained, the Vendor will not be permitted to work on items subject to said permit and any delays caused thereby will not be subject to extra compensation or extension.

35. Severability

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

36. Waiver

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

37. Entire Agreement

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understanding between the parties.

38. Protest Procedure

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

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

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

Grounds for Protest

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

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

Protest Determination

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

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

Timeframe

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

Award Announcement

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

Award Regardless of Protest

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

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

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

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

39. Qualified Bids

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

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



PROFESSIONAL LIABILITY

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

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

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers Liability, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule if more space is required)
(If a claims made form is shown, you should receive a certificate of insurance for three years after job is completed). The City of Yakima and the County of Yakima usually cannot be named as additional insureds.

CERTIFICATE HOLDER: City of Yakima/County of Yakima Purchasing Department 129 N. 2nd Street 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