

CITY OF YAKIMA
PROPOSAL NO. 10113

SNOW & ICE REMOVAL
CITY SIDEWALKS, STREETS AND PARKING LOTS



City of Yakima
Purchasing Division
129 North 2nd Street
Yakima, Wa. 98901

509-575-6093

October 11, 2001

TABLE OF CONTENTS

Invitation to Propose	3
Instructions to Proposer	4
General Description	4
Contract Documents	4
WMBE Policy	5
Qualification of Proposer	5
Preparation of Proposal	5
Proposal Submittal	6
Governing Laws and Regulations	6
Opening of Proposals	6
Award of Contract	6
Execution of Contract	6
Proposal Form	7
Proposal Schedule	8
Sample Notice of Award	12
Sample Services Agreement	13
Insurance and Liability	17
Certificate of Liability Insurance Sample	17a
General Provisions	18
Personnel Inventory Form	21
Winter Operations Plan	attached

**INVITATION TO PROPOSE
CITY OF YAKIMA
SNOW AND ICE REMOVAL FOR CITY STREETS,
PARKING LOTS AND SIDEWALKS**

PROPOSAL NO. 10113

The City of Yakima is accepting sealed proposals for furnishing all labor, equipment, and materials necessary to perform snow and ice removal work on City streets, parking lots and sidewalks, all in accordance with the specifications. Proposals will be received at the City Clerk's Office, 129 North 2nd Street, Yakima, WA 98901, until **2:00 p.m., October 25, 2001.**

The work consists of furnishing all or any equipment and labor deemed necessary, on call by the City Streets Division, to remove snow and ice hazards from City streets, parking lots and sidewalks. Because winter storms are unpredictable, the City will require several contractors to be "on call". The number and type of contractors used during any single storm will depend upon bid prices, prevailing snow and ice conditions, site characteristics, weather forecasts, etc. All factors noted will be considered on a storm-by-storm basis to determine which contractors are called. The ideal contractor has the equipment flexibility to perform under various conditions AND whos proposal is deemed to be the best value for the City. The contract may be extended for an additional four (4) years and will not exceed five (5) years total, per the terms and conditions of the Service Agreement. Clearing of snow shall be in accordance with the City of Yakima Winter Operation Plan, which will be part of the proposal documents. Some parking lots and sidewalks may have had additional deposits of snow or ice placed upon them by City/Contractor snowplows during street snow removal operations. Only those sidewalks specified by the Street Division will be cleared as a part of this contract; it is the responsibility of the adjacent resident(s) to clear sidewalks of free-falling snow.

The City of Yakima reserves the right to accept or reject any and all proposals and to waive any irregularities or informalities. Sets of contract documents, including specifications, may be obtained at the City of Yakima Purchasing Division, 129 North 2nd Street, Yakima, WA 98901, or by calling 509-575-6093.

Dated this 9th day of October 2001.

(Seal)

Sue Ownby, CPPB
Purchasing Manager

Publish on October 12th and October 13th, 2001.
Account No. 11293

INSTRUCTIONS TO PROPOSERS

Project: Snow and Ice Removal, City Streets,
Parking Lots and Sidewalks

Proposal Number: 10113

Proposal Contact: City of Yakima
Sue Ownby, Purchasing Manager
129 N. 2nd Street
Yakima, WA 98901
509-576-6093

City Representative: Shelley Willson, Street and Traffic Operations Manager
Public Works Department
2301 Fruitvale Boulevard
Yakima, WA 98901
509-575-6005

General Description of Project

The work consists of furnishing any equipment and labor deemed necessary, on call by the City Streets Division, to remove snow and ice hazards from City streets, parking lots and sidewalks per the terms of a Contract for Snow and Ice Removal (attached). Clearing of snow shall occur in accordance with the City of Yakima Winter Operation Plan. Some parking lots and sidewalks may have had additional deposits of snow or ice placed upon them by City/Contractor snowplows during street snow removal operations. Only those sidewalks specified by the Streets Division will be cleared as a part of this contract; it is the responsibility of the adjacent resident(s) to clear sidewalks of free-falling snow. The lots to be contracted for clearing are included, but not limited to:

	<u>Location</u>	<u>Contact Person</u>	<u>Phone #</u>
1)	Police Department	Phil Hayter	575-6178
2)	City Hall	Carolyn Belles	576-6655
3)	Transit Center	John Haddix	576-6422
4)	Convention Center	Kathy Coffey	575-3010
5)	Waste Water Collections	(to be announced)	575-6118
6)	CBD Parking Lots	Pete Hobbs	575-6082
7)	Senior Center	Ron Anderson	575-6166
8)	Parks	Denise Nichols	575-6005

Contract Documents

Availability: Contractors may obtain specifications, along with the City of Yakima Winter Operation Plan from the Purchasing Division, 129 No. 2nd St., Yakima, WA. 98901 (509)575-6093.

Women And Minority Business Enterprise Policy

It is the policy of the City of Yakima that women and minority business enterprises shall have the maximum opportunity to participate in the performance of work relating to the City's activities. To this end, the City is committed to take all necessary and reasonable steps in accordance with state and federal rules and regulations to ensure women and minority business enterprises the maximum opportunity to compete for and to perform contracts.

Please complete and return the attached "Personnel Inventory Form".

Qualification of Proposer

The City may make such pre-award survey as it deems necessary to determine the ability of the Proposer to perform the work and the Proposer shall furnish to the City all such information and data as is reasonably required for this purpose. The City reserves the right to disqualify any bid if the evidence resulting from the City's investigation shows, in the opinion of the City, that the Proposer is not properly qualified to perform the work described herein

a. The Proposer shall submit, along with his Proposal, a list of current and prior contracts for similar work, and the names of individuals within the organization issuing the contract who may be contacted for performance information.

b. The Proposer shall submit a list of equipment that will be made available to accomplish the work and shall be prepared to have equipment inspected and approved by the City's Representative.

Preparation of Proposals

Fill in all blanks on the Proposal Forms. Failure to do so may result in the proposal being disqualified. All entries shall be made in ink or typed on the forms bound herein. Bids entered on forms when phraseology has been altered or where the documents have been otherwise altered will not be accepted.

Sign the proposal in the blank space provided therefore. If Proposer is a corporation, the legal name of the corporation shall be set forth, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the Proposer is a partnership, the true name of the firm shall be set forth, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the City prior to opening of proposals or submitted with the proposal, otherwise the proposal will be regarded as not properly authorized.

Proposal Submittal

All proposals must be submitted in the place and not later than the time established by the Invitation to Propose. Proposals shall be made on the forms bound herewith and sealed in an envelope, labeled on the outside to indicate its contents, both by project name and Proposal number.

Governing Laws and Regulations

Each Proposer shall inform himself of, and the Proposer awarded a contract shall comply with Federal, State and local laws, statutes, and ordinances relative to the execution of the work as is further described in this proposal document.

Opening of Proposals

Proposals will be opened at the time and place announced in the Invitation to Propose (hereinafter the "opening date"). Proposals will be publicly opened and the name of the Proposer shall be read. All interested companies are invited to attend.

Award of Contract

The award will be made by the City to the lowest responsive and responsible Proposer(s). The City reserves the right to accept or reject any or all proposals, and to waive any informalities and irregularities in the proposals. The number and types of contractors used during any single storm will depend upon bid prices, prevailing snow and ice conditions, site characteristics, weather forecasts, etc. All factors noted will be considered on a storm-by-storm basis to determine which contractors are called. The ideal contractor has the equipment flexibility to perform under various conditions AND who submits the lowest responsible bid.

Execution of Contract for Snow and Ice Removal

Within fifteen (15) days of the Notice of Award, Proposer shall sign and deliver to the City the Contract for Snow and Ice Removal bound herein together with the properly executed Certificate of Insurance.

PROPOSAL FORM

TO: City of Yakima, Washington (hereinafter referred to as "the Owner").

FROM: _____ (hereinafter referred to as "the Proposer"), organized and existing under the laws of the State of Washington doing business as (a corporation), (a partnership), (an individual).

Gentlemen:

The Proposer, in compliance with your Advertisements for Proposals, hereby proposes to perform all work in strict accordance with the contract documents, for the performance of services of City of Yakima, Proposal No. 101113, Snow and Ice Removal, City Streets, Parking Lots and Sidewalks within the time set forth therein, and at the prices stated on the Proposal Schedule as totaled herein.

By submission of this Proposal, each Proposer certifies, and in the case of a joint venture, each party thereto certifies as to his own organization, that this Proposal has been arrived at independently, without consultation, communication, or agreement as to any manner relating to this Proposal with any other Proposer or with any competitor.

The Proposer acknowledges receipt of Addendum Nos. _____.

Respectfully submitted:

(Signature)

(Title)

(Address)

(Phone Number)

(Date)

PROPOSAL SCHEDULE

We hereby enter our Proposal for the City of Yakima's requirements for City Street, Parking Lots and Sidewalk Snow and Ice Removal. Attach additional sheets if necessary.

Equipment	Year/ Make/ Model	HP	Blade Width	Cu.Yds. Box/ Bucket	Does each operator have a cell phone available while removing snow? YES/NO	Does Unit have rotating beacons, chains and running lights? YES/NO	\$ per Hour
Tractor/ Trailer Trucks							\$ _____
							\$ _____
							\$ _____
							\$ _____
Tandem Dump Trucks							\$ _____
							\$ _____
							\$ _____
							\$ _____
Single Axle Dump Trucks							\$ _____
							\$ _____
							\$ _____
							\$ _____

Equipment	Year/ Make/ Model	HP	Blade Width	Cu.Yds. Box/ Bucket	Does each operator have a cell phone available while removing snow? YES/NO	Does Unit have rotating beacons, chains and running lights? YES/NO	\$ per Hour
Wheel Loaders							\$ _____
							\$ _____
							\$ _____
							\$ _____
Motor Graders, Articu- lating							\$ _____
							\$ _____
							\$ _____
							\$ _____
Motor Graders, Non- Articu- lating							\$ _____
							\$ _____
							\$ _____
							\$ _____

Equipment	Year/ Make/ Model	HP	Blade Width	Cu.Yds. Box/ Bucket	Does each operator have a cell phone available while removing snow? YES/NO	Does Unit have rotating beacons, chains and running lights? YES/NO	\$ per Hour
Machine- Driven Snow- blowers (tractors, bobcats, pick-up trucks,etc.)							\$ _____
							\$ _____
							\$ _____
							\$ _____
Pick-ups with Snow- plows							\$ _____
							\$ _____
							\$ _____
							\$ _____
Walk- Behind Snow- Blowers (8 HP or greater)							\$ _____
							\$ _____
							\$ _____
							\$ _____

Equipment	Year/ Make/ Model	HP	Blade Width	Cu.Yds. Box/ Bucket	Does each operator have a cell phone available while removing snow? YES/NO	Does Unit have rotating beacons, chains and running lights? YES/NO	\$ per Hour
Other Equipment (holders, trackless, Bombar- dier, etc.)							\$ _____
							\$ _____
							\$ _____
							\$ _____
Labor rate for hand shoveling and application of de-icer (per hour)							\$ _____

Firm Name: _____

**SAMPLE
NOTICE OF AWARD**

TO:

**RE: City of Yakima, Snow and Ice Removal, City Streets, Parking Lots and
 Sidewalks, Proposal No. 10113**

Gentlemen:

The City of Yakima, Washington, (hereinafter called "the Owner") has considered the Proposals submitted for referenced work in response to this Advertisement for Proposals.

You are hereby notified that your Proposal has been accepted for items and prices stated in the Proposal Schedule.

You are required by the Instructions to Proposers to execute the Contract for Snow and Ice Removal (hereinafter called "Contract" including completion of the necessary attachments) in the document furnished and provide the necessary insurance certificates within fifteen (15) days from the date of this Notice.

If you fail to execute said Contract and furnish the necessary insurance certificates within the time allotted from this date, the City will be entitled to consider your rights arising out of the City's acceptance of your proposal as abandoned.

Sincerely,

Sue Ownby, CPPB
Purchasing Manager

SAMPLE SERVICES AGREEMENT

THIS AGREEMENT made and entered into the day and year set forth below by and between THE CITY OF YAKIMA, WASHINGTON, a Municipal Corporation. hereinafter referred to as the "City" and _____, hereinafter referred to as "Service Provider."

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Services to be performed. This Contract shall constitute the basic agreement between the parties for removal of snow and ice from streets, parking lots and sidewalks, located within the City of Yakima from designated properties in accordance with the Winter Operations Plan by this reference made a part hereof. The conditions set forth herein shall apply to all services performed by the Contractor on behalf of the City. The City shall notify Contractor verbally of services to be performed. Such notification shall include the location of such services and any other special circumstances relating to the services. If the Contractor cannot be reached for notification, the City may elect to have the services performed by others. Nothing within this Contract shall obligate the City to have any particular service performed by the Contractor.

After completing the work described in any one notice, the Contractor shall so notify the Streets and Traffic Manager by calling 509-575-6005.

If, upon arrival at the work, the Contractor finds that any or all of the work assigned has been or is being accomplished by others, the Contractor shall leave the location and immediately notify the Streets and Traffic Manager by calling 509-575-6005.

2. Time to Report. The contractor shall be at the designated location within one hour of receiving the call from the City to report.

3. Changes in the Work. The City may, at any time during the term of a particular work assignment and without invalidating the Contract, make changes within the general scope of the particular work assignment and the Contractor agrees to perform such changed work.

4. Materials, Equipment and Labor. The Contractor undertakes and agrees to furnish and pay for all materials, supplies, labor, transportation, equipment, tools, services and supervision necessary to perform any services hereunder.

5. Contract Period. This Agreement shall commence _____, 2001, and shall continue in full force and effect until _____, 2002, unless sooner terminated as herein provided. In addition, at the option of the City, the Agreement may be extended for four (4) additional one year periods. Pricing changes shall be negotiated

by and agreed to by both parties and may not exceed the National CPI-U as published by the Department of Commerce. Written notice of renewal shall be provided to the Service Provider and mailed no later than ninety (90) days prior to contract end.

6. Delay. If either party is prevented in whole or in part from performing its obligations by unforeseeable causes beyond its reasonable control and without its fault or negligence, then the party so prevented shall be excused from whatever performance is prevented by such cause. To the extent that the performance is actually prevented, the Service Provider must provide written notice to the City of such condition within fifteen (15) days from the onset of such condition.

7. Termination.

(A) The City shall have the right to terminate this Contract as to any work assignment for default should the City determine that the Contractor is failing to prosecute the work in a manner which will assure timely completion or that the Contractor is not performing any of the provisions of this Contract or the notification.

(B) The City shall have the right to terminate this Contract for default, barring the Contractor from further participation in the Snow and Ice Hazard Removal Program, should the City determine that the Contractor repeatedly fails to complete the work within the time required or otherwise fails to perform the work in accordance with the provisions of this Contract.

(C) If the City terminates for default, the City shall not be liable for any further payments to the Contractor whatsoever, and the Contractor shall be liable for any costs to the City as a result of the termination. The City's rights herein shall be in addition to any other remedies it may have under the law.

(D) Early Termination by City/Notice. Notwithstanding the time periods contained herein, the City may terminate this Agreement at any time without cause by providing written notice of termination to the Service Provider. Such notice shall be delivered at least fifteen (15) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. In the event of early termination by the City, the Service Provider shall be paid for services rendered to the date of termination, subject only to the satisfactory performance of the Service Provider's obligations under this Agreement. Such payment shall be the Service Provider's sole right and remedy for such termination.

8. Payments.

(A) The City agrees to pay and the Contractor agrees to accept as full payment for all work done and all materials furnished and for all costs and expenses incurred in the performance of the work under the notification in accordance with the prices stated within the Proposal Schedule by this reference made a part hereof.

(B) Within thirty (30) days after the final acceptance of the work, the Streets and Traffic Manager will certify the total work done and the amount due and payment will be

completed. Payment shall be made by the City only upon completion of the work by the Contractor in a satisfactory manner.

9. Personal Services. It is understood that the City enters into the Agreement based on the special abilities of the Service Provider and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Service Provider shall neither assign any responsibilities nor delegate any duties arising under the Agreement without the prior written consent of the City.

10. Acceptance Not Waiver. The City's approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the City under this Agreement or cause of action arising out of performance of this Agreement.

11. Warranty

(A) Service Provider warrants that all work performed hereunder shall be performed with the highest degree of competence and care in accordance with accepted standards for work of a similar nature.

(B) Unless otherwise provided in the Agreement, all materials and equipment incorporated into any work shall be new and, where not specified, of the most suitable trade of their respective kinds for their intended use, and all workmanship shall be acceptable to City.

(C) Service Provider warrants all equipment, materials, labor and other work, provided under this Agreement, against defects and nonconformances in design, materials and workmanship for a period beginning with the start of the work and ending twelve (12) months from and after final acceptance under the Agreement, regardless whether the same were furnished or performed by Service Provider or any of its subcontractors of any tier. Upon receipt of written notice from City of any such defect or nonconformances, the affected item or part thereof shall be redesigned, repaired or replaced by Service Provider in a manner and at a time acceptable to City.

12. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this agreement, such party may be declared in default thereof.

13. Remedies. In the event a party has been declared in default, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail himself of any other remedy at law or equity. If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default.

14. Binding Effect. This writing, together with the proposal hereto, constitutes the entire agreement between the parties and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.

15. Indemnity/Insurance

(A) The Service Provider agrees to indemnify and save harmless the City, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance or any service hereunder.

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

(C) Without limiting any of the Service Provider's obligations hereunder, the Service Provider shall provide and maintain insurance coverage naming the City as an additional insured under this agreement or the type and with the limits specified within the attached insurance requirements, consisting of one (1) page, attached hereto and incorporated herein by this reference. The Service Provider before commencing services hereunder, shall deliver to the City's Purchasing Manager, 129 North 2nd Street, Yakima, Washington 98901, one copy of a certificate evidencing the insurance coverage required from an insurance company acceptable to the City.

16. Entire Agreement. This Agreement, along with the proposal and other documents incorporated herein, shall constitute the entire Agreement of the parties. Covenants or representations not contained in this Agreement shall not be binding on the parties.

17. Law/Severability. The laws of the State of Washington govern the construction interpretation, execution and enforcement of this Agreement. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

By: _____
Richard A. Zais, Jr., City Manager

(name of business)

Date: _____

Date: _____

By: _____

Print Name

INSURANCE AND LIABILITY

Contractors Liability Insurance: The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Washington. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

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

The City of Yakima, its agents, elected and appointed officials, and employees are to be listed as additional insureds under the policies.

The contractor will provide a Certificate of Insurance to the City as evidence of coverage. The certificate will provide 30 days notice of cancellation, and under the cancellation section, the wording "endeavor to" and "but failure to mail such notice shall impose o obligation or liability of any kind upon the company, its agents or representatives" will be crossed out. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

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

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

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

**CITY OF YAKIMA
GENERAL PROVISIONS
(A PART OF ALL CONTRACT 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 City 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 City 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. The City of Yakima 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 the City of Yakima 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. The acceptance by the City of later performance with or without objection or reservation shall neither waive the City'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.

6. Delivery (...continued)

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 City 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 City as a separate item on the invoice for said charges. It is also agreed the City 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:

*City of Yakima
Accounts Payable
129 No. 2nd St.
Yakima, WA 98901*

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 City, 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 railroad 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 of 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 City. Rejection of goods or services, resulting because of nonconformity to the terms, conditions, and specifications of this order, whether held by the City or returned, will be at Vendor's risk and expense.

12. Approximate Quantity

The quantities listed are the City's current approximate requirements. The City of Yakima 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.

13. Cooperative Purchasing

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on

this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing.

14. Samples

Samples of items, when required, must be furnished free of expense to the City, 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 City 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

The City shall promptly notify Vendor of any requests for public disclosure of documents pursuant to Chapter 42.17 Revised Code of Washington (RCW) which may require disclosure of documents and information supplies under this order. Vendor shall be responsible for and bear the costs of taking legal action to prohibit disclosure of such documents and information and shall indemnify and save the City harmless from any and all cost, liability, penalty and expense related to the City's failure to disclose. In no event shall the City be liable for breach of this order should a court order that such documents and information be, and the same are, disclosed..

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 the 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 City, pursuant to City ordinance, may re-award the contract to the next most responsible bidder.

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

20. Errors and Omissions

The City 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 unless they are sent by registered mail or by certified mail for which an official, dated Post Office stamp on the original receipt for certified mail has been obtained and it is determined that the late receipt was due solely to delay in the mails, for which the proposer was not responsible.

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 City 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 City 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 City 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 City'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 the 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, judgement, experience and efficiency of the bidder.
- IV. The quality of performance of previous contracts or service.

26. Evaluation of Bid/Quote (...continued)

- 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 City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The City is exempt from Federal Excise Tax. Where applicable, the City 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, 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 the City of Yakima 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 City of Yakima contracts.

29. 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.

30. Venue

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of the Agreement, the venue of such action of litigation shall be in the Courts of the State of Washington in

and for the City of Yakima. This Agreement shall be governed by the laws of the State of Washington.

31. Defense and Indemnity Agreement

The vendor agrees to defend, indemnify and save harmless the City, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgements, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City, 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 City, 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 City, its appointed or elected officials or employees. It is further provided that no liability shall attach to the City by reason of entering into this contract, except as expressly provided herein.

32. Permits

The vendor shall procure and pay for all permits and licenses necessary for the completion of the Contract, including those permits required by the City of Yakima. 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.

33. 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.

34. 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.

35. Entire Agreement

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

Personnel Inventory Form

*** To Accompany Bid Proposal ***

Firm Name: _____ Contact: _____

Address: _____ Phone Number: _____

City: _____ State: _____ Zip: _____

Type of Service Provided: _____

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

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

Occupation	Total Employed		Total Minorities		Black		Asian		Native American		Hispanic		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.