



**Bid Documents & Specifications
For
Bid No. 11306**

**Harley-Davidson™ Motorcycles
With Police Tour-Pak and Trade-In Option
For
City of Yakima Police Department**



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City of Yakima/Yakima County Purchasing Division
129 North Second Street
Yakima, Washington 98901
(509) 575-6093

Release Date:
March 7, 2013

Notice to Bidders No. 11313

Notice is hereby given by the undersigned that sealed bids will be accepted in the office of the Yakima City Clerk, Yakima City Hall, 129 N. 2nd Street, Yakima, Washington 98901 until the hour of 2:00 pm, March 21, 2013, and publicly opened and read for:

**Harley-Davidson™ Motorcycles
With Police Tour-Pak and Trade-In Option
For City of Yakima Police Department**

Above per specifications.

Bid forms and Specifications are available in the office of the Purchasing Manager, City Hall, Yakima, Washington. 509-575-6093.

Specifications may also be obtained online at:
<http://www.yakimawa.gov/services/purchasing/openings/>

The City of Yakima reserves the right to reject any and all bids.

Dated this 7th day of March, 2013

(Seal)

Maria Mayhue, CPPB
Senior Buyer

Publish on March 7th & 8th

INVITATION TO BID -- NOT AN ORDER

BID NO. 11313

DATE March 7, 2012

CITY OF YAKIMA
PURCHASING DIVISION
129 NO. 2ND STREET
YAKIMA, WASHINGTON 98901
PHONE 575-6093

PLEASE BID ON THIS FORM.
RETURN MARKED "NO BID"
IF YOU CANNOT BID,
AND REASON IN ORDER TO
REMAIN ON VENDOR LIST.

VENDOR _____

ADDRESS _____

BIDS WILL BE RECEIVED

UNTIL 2:00 p.m., March 21, 2013

BID OPENING 2:00 p.m., March 21, 2013

TO BIDDER:

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

BID FORM

ITEM NO.	QTY	UNIT	DESCRIPTION	TOTAL
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The City of Yakima Police Department is requesting bids to purchase Harley-Davidson™ Motorcycles with Police Tour-Pak and trade-in option.

**SCHEDULE I
Motorcycle Purchase**

1.	6	Each	2013 or the most current model year Harley-Davidson™ FLHTP Motorcycles per the attached specifications.	\$ _____
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FREIGHT/DELIVERY FOB Destination: Yakima, WA 98901	INCLUDED
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SUBTOTAL \$ _____

WA STATE SALES TAX @ _____% \$ _____

TOTAL: \$ _____

WE (I) WILL DELIVER COMPLETE THE ABOVE UNIT(S) WITHIN ____ DAYS FROM RECEIPT OF ORDER AND AT PRICES AND TERMS SPECIFIED UNLESS OTHERWISE NOTED.

**SCHEDULE II
Motorcycle Trade-In**

Arrangements to view trade-in motorcycles may be made
by contacting Jay Seely, Sergeant at 509-576-6319.

ITEM NO.	QTY	UNIT	DESCRIPTION	TOTAL
2.	1	Each	Trade-In – '07 Honda ST1300P with 25,632 miles.	\$ _____
3.	1	Each	Trade-In – '09 Honda ST1300P with 26,069 miles.	\$ _____
4.	1	Each	Trade-In – '09 Honda ST1300P with 26,215 miles.	\$ _____
5.	1	Each	Trade-In – '09 Honda ST1300P with 24,216 miles.	\$ _____

VENDOR TO PICK-UP AND TRANSPORT TRADE-INS			INCLUDED	
---	--	--	-----------------	--

SUBTOTAL \$ _____

TOTAL: \$ _____

GRAND TOTAL \$ _____

Schedule I LESS Schedule II

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

SIGNATURE SHEET
Bid No. 11313
Harley-Davidson™ Motorcycles
With Police Tour-Pak and Trade-In Options
For City of Yakima Police Department

The bidder is hereby advised that by signing this signature sheet he/she is deemed to have acknowledged all requirements contained herein.

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

SIGNATURE OF AUTHORIZED OFFICIAL(S)

Firm Name

Address

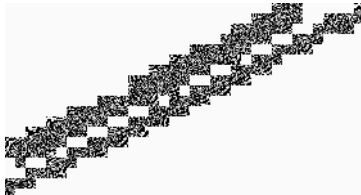
Sign Name

Print Name

Date Signed

Phone Number

Fax Number



**CITY OF YAKIMA
SPECIFICATIONS
BID No. 11313**

**Harley-Davidson™ Motorcycles
With Police Tour-Pak and Trade-In Options
For City of Yakima Police Department**

I. GENERAL

- A.** It is the intent and purpose of these specifications to describe Harley-Davidson™ Motorcycles with Police Tour-Pak and Trade-In Option in sufficient detail to secure bids on comparable equipment. All parts, which are necessary in order to provide a complete unit, ready for operation, shall be included in the bid and shall conform in strength, quality of workmanship and material to that which is usually provided the trade in general. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the bidder.
- B. New and Unused:**
All units, equipment, parts and material shall be new, unused, manufacturer's current model year and in current production. All materials shall have physical and chemical properties to withstand the intended service. Equipment design shall have sufficient excess capacity for durability and safety.
- C. 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.
- D. Exceptions:**
Specifications of the equipment bid shall be equal to or better than the specifications stated herein and all exceptions to these specifications shall be so listed on a separate sheet headed "EXCEPTIONS TO THE SPECIFICATIONS". Any Bid submitted without exceptions will be required to meet every detail of these specifications regardless of cost to the successful vendor.
- Where "NO EXCEPTIONS" are shown, none will be allowed. No exceptions will be considered that may tend to devalue the equipment or give an individual bidder who is offering a lesser item a distinct advantage.
- E. Right to Award:**
The City of Yakima reserves the right to make contract award on all groups of materials listed on the bid form or award based on any group or based on any combinations of groups.
- F. Right to Reject/Accept:**
The City of Yakima reserves the right to reject any or all bids or accept any presented which meet or exceed these specifications, and which would be in the best interest of the City and will not necessarily be bound to accept the low bid.
- G. Bid Evaluation:**
Evaluation of bids shall be based on cost, past experience with proposed manufacturer's service availability, parts availability, equipment design and functionalism and effect on productivity and vendor's supporting documentation.

H. More or Less:

Quantities are estimated only and shall be bid on a MORE OR LESS basis. For the purpose of comparison, bids shall be made in the quantities listed in this specification. Listed quantities shall not be considered firm estimates of requirements for the year, nor shall the City be bound or limited to quantities listed. Payment will be made only for quantities actually ordered, delivered, and accepted, whether greater or less than the stated amounts.

I. Sales Tax:

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

J. Unit Prices/FOB:

Unit prices bid shall be net exclusive of all taxes; and must include all transportation, delivery and unloading costs fully prepaid F.O.B. destination, inside delivery.

K. 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.

L. Payments:

Vendor is to submit properly completed invoice(s) to the **City of Yakima, Accounts Payable, 129 N. 2nd Street, Yakima, WA 98901**. To insure prompt payment each invoice should cite purchase order number, bid number, description of item purchased, unit and total price, discount terms and include the vendor's name and return remittance address. Payment will be mailed within thirty (30) days of (a) the receipt and acceptance of the equipment, (b) properly completed invoice, and (c) all papers required to be delivered with equipment.

II. SPECIAL INSTRUCTIONS

A. Due Date:

Bids shall be submitted to and date stamped by the City Clerk's Office, Yakima City Hall, 129 North 2nd Street, by 2:00 p.m. on March 21, 2013 in a sealed envelope labeled Bid No. 11313 with date of bid opening written on it. If you plan on attending the bid opening, DO NOT BRING YOUR BID WITH YOU INTO THE OPENING ROOM. It must be received and date stamped by the Clerk's Office.

FAXED OR E-MAILED BIDS WILL NOT BE ACCEPTED.

B. Bidder Requirements:

- Shall be an authorized Harley-Davidson™ Motorcycle dealership to bid.
- Must have an authorized Harley-Davidson™ repair facility within 60 Miles of Yakima's Police Department, 200 S 3rd Street, Yakima, WA and/or provide pick-up and delivery of motorcycles requiring service at no additional charge to the City.
- Must have authorized/certified Harley-Davidson™ factory trained repair technicians available. Technicians must be trained and have ability to perform warranty repairs on the Police Tour-Pak.

C. Dealer Authorization:

The Bidder of Harley-Davidson™ motorcycles, if other than the manufacturer, shall provide a current, dated, and signed authorization from the manufacturer that the bidder is an authorized distributor, dealer and service representative and is authorized to sell the manufacturer's products. Failure to comply with this requirement may result in bid rejection

Vendor shall notify the City of Yakima sixty (60) days prior to the closing of their facility and within 10 days of losing Harley-Davidson™ Dealers License, Vehicle Dealers License and all other license associated with this bid.

D. Motorcycle Warranty and Support Services:

Bidder shall be a manufacturer, dealer, or an appointed representative of a manufacturer, presently involved in the servicing, manufacturing, and sale of Harley-Davidson™ motorcycles, factory parts and accessories; shall have a traceable record of performance of similar equipment during the three (3) years immediately preceding this bid; and shall have a demonstrated capability to provide local warranty and support services within seventy-two (72) hours or less, subject to parts availability, after such services have been requested by the City of Yakima. Any other repairs will be expedited in a timely manner and Dealer will provide City with expected date of completion.

E. Inspection of Vendor's Facility:

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

F. Warranty/Pre-delivery:

Each unit shall carry full factory and/or manufacturer's warranty and complete pre-delivery service. Any materials, including but not limited to parts and accessories provided and labor shall carry standard warranty coverage furnished the trade in general. Bidder shall state terms and conditions of guarantee/warranty.

The motorcycle shall be covered bumper to bumper including parts and labor for a period of 24 months with unlimited mileage. In addition to any warranties offered by the motorcycle manufacturer and OEM suppliers, the Vendor shall warrant the motorcycle, all accessories, all components and systems against all system and component failures for a period of two (2) years starting with the City of Yakima's in service date. Vendor will be notified of this date. Only items not to be covered under this warranty are wear items such as brake pads and tires. Any portion of the Manufacturer's standard warranty that exceeds the term of two (2) years shall apply to this contract. The Manufacturer's warranty shall not apply to deliberate abuse or vandalism.

All warranty claims and repairs shall be performed by the Vendor at the Vendors local warranty repair facility. Should the Vendor need to address warranty work on any of the Harley-Davidson™ Motorcycles (under this contract) after this time period, the Vendor shall continue to meet the insurance requirements set forth in this section though the warranty period and until all warranty work is completed to the satisfaction of the City of Yakima.

Vendor shall notify the City of Yakima thirty (30) days prior to the location change of the Vendor's local warranty facility.

G. Materials/Accessories Responsibility:

The bidder shall be responsible for all materials and workmanship in the construction of the equipment and all accessories used, whether the same are purchased from the manufacture or a dealer. This provision excludes tires, except insofar as such equipment is damaged by the failure of a part or component for which the contractor is responsible, or except insofar as the damage to such equipment is caused by the contractor during the retro fit or delivery of the equipment.

Parts, accessories, equipment and/or components damaged during transport shall be replaced with new parts, accessories, equipment, and/or components by contractor at no additional cost to the City of Yakima. Repair of items damaged during transport shall not be acceptable without prior approval of the City of Yakima.

H. Liability Insurance Requirements:

The Contractor shall obtain and maintain in full force and effect during the term of the contract, Garage Liability and Garage Keepers 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>Garage Liability:</u>	\$1,000,000	Minimum Limit
<u>Garage Keepers Liability:</u>	\$ 200,000	Minimum Limit

Contractor is responsible for losses within the deductible amount.

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 no 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 Buyer, prior to commencement of this work.

I. Delivery:

Each bidder is required to list on the proposal and/or Bid form the number of calendar days he expects delivery to be made at the destination, in terms of time interval, following placement of order. Time of delivery is important and will be considered in the evaluation of the Bids. Failure to include a specific number of calendar days may be sufficient grounds for rejection of Bid.

J. Delivery Acceptance:

Delivery will be accepted by the City of Yakima, FOB and prep included, City of Yakima Police Department, 200 S 3rd Street, Yakima, WA 98901, between the hours of 7:00 a.m. and 3:30 p.m. Monday through Friday, ready for regular and safe operation. The successful Vendor's personnel making the delivery shall instruct City personnel in maintenance and proper operation of the equipment prior to their departure from the delivery site. All equipment shall have complete pre-delivery setup and service.

Delivery of the equipment shall be coordinated by contacting Jay Seely, at 509-576-6319, at least one (1) week prior to delivery. Expenditures and/or damages resulting from failure by Vendor to comply with the specified delivery coordination requirements shall be the entire responsibility of the Vendor.

K. Vehicle Acceptance:

The motorcycles shall remain the property of the successful bidder until final accepted by the City of Yakima. Upon delivery, the motorcycle shall thoroughly be tested in operation and function of the unit as a whole by a City of Yakima Police representative. The City of Yakima may require the Vendor to have an authorized representative or a mechanic assist the City in these tests. The risk of loss shall remain with the Vendor unless said loss is due to the negligent acts or omissions of the City of Yakima or its employees and Vendor shall provide adequate temporary protection from road hazards. The successful vendor shall make, at his own expense, any adjustments or alterations that may be required by the City as a result of the operation test. After the motorcycles have passed all operational and functional tests required, and all identified problems have been resolved to the satisfaction of the City, final acceptance by the City of Yakima will be made.

L. Delivery of Papers:

Licensing Papers: The successful vendor shall deliver all necessary papers required to register the unit with the Washington State Department of Licensing as a motor vehicle. This includes a "Manufacturer's Statement of Origin" (MSO) and Washington State title application.

Manuals: For each motorcycle delivered, one (1) operator's manual, one (1) repair manual, two (2) shop type maintenance manuals, and factory warranty as well as any additional warranties shall be submitted to Jay Seely, (509) 576-6319 at the time the unit is delivered. Also provide in CD or DVD format, if available. The operator's manual shall contain complete operating instructions for the motorcycle unit, accessories and the electrical systems. Failure to provide these manuals shall result in delay of payment.

Warranties: For unit, parts and service and all other warranties.

****** IMPORTANT ******

The manufacturer's local representative must print the representative's firm name, address, phone number and the VIN number on all written warranty statements and/or manual. Additionally, all such warranty instruments must be complete with all manufacturer/dealer responses contained therein (typewritten or neatly printed in ink, no exceptions) before acceptance of the vehicle/equipment will be made.

M. Regulations and Codes:

To the extent applicable, all equipment or materials shall comply with Washington State vehicle regulations, Federal regulations, OSHA and WISHA requirements, to include EPA standards and City safety codes.

N. Points Not Addressed:

Bidders are encouraged to list any points not addressed in these specifications that they feel improve or enhance the operation of their units.

O. Technical Specification Analysis:

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.

III. TECHNICAL -- “SPECIFICATIONS ANALYSIS”

<u>YES</u>	<u>NO</u>	<u>HARLEY-DAVIDSON™ MOTORCYCLES</u>	<u>COMMENTS</u>
___	___	2013 Harley-Davidson™ FLHTP	
___	___	Houston style paint scheme	
___	___	ABS brakes	
___	___	LED Pursuit Lights, red and blue (69250-04)	
___	___	LED Engine Guard Lights (69251-04)	
___	___	Headlight cutout switch. <i>Activation switch location to be Pre- Approved</i>	
___	___	Police Tour-Pak (54180-10)	
___	___	Police Tour-Pak Adaptor Plate (53196-09)	
___	___	Tour-Pak LED Lights (69941-10)	
___	___	Emergency Response Kit-Siren System (91453-00A)	
___	___	Heated Hand Grips (56619-08)	
___	___	Extra Battery	
___	___	Freedom shields 10" Clear Windshield	
___	___	Nylon Engine Guard Cover for Motorcycles with Siren/Light Kits	
___	___	Each motorcycle will have an individually coded key. The ignition key will operate all locks installed on the bike to include side bags and rear cargo bags. Four (4) sets of keys to be provided with each bike. The City’s definition of a “set” is the complete group of keys needed to open all compartments and engage the ignition of the motorcycle. In this requirement, a single key that opens all compartments and is also the ignition key.	
___	___	Emergency Tool Kit	
___	___	Electrical System: Any vendor added electrical circuits or components shall follow the processes and procedures described below:	
___	___	1. City of Yakima desires that all emergency lighting installed shall be wired through a fused power supply that bypasses the motorcycle ignition, providing emergency lighting while the bike is turned off. If power supply is added by the dealer, follow all electrical guidelines stated below:	

<u>YES</u>	<u>NO</u>	<u>HARLEY-DAVIDSON™ MOTORCYCLES</u>	<u>COMMENTS</u>
___	___	2. Emergency lighting wire shall be provided from factory (green/red) shall be re-routed from rear of bike to be incorporated in the accessory plug located under the seat.	
___	___	3. City of Yakima desires that any dealer/vendor added electrical runs shall use the following mil-spec wire: "Alpha" part number 7046, MIL-W-16878D Type D or Automotive Engineer approved equivalent. MIL-W-16878D Type D is a multi-strand, tinned copper wire with a Polyefin insulation rated at 125 degrees Celsius and 600 volts. All wiring circuits other than the Truck-Lite lighting systems described elsewhere in these specifications shall use this type of wire.	
___	___	a. It is desired that all wiring shall be color coded and/or numerically laser etched a minimum of every twelve (12) inches.	
___	___	b. Load circuit wires shall be based upon load current and wire run length. SAE standards for wire size vs. run length are to be followed.	
___	___	4. DESIRED WIRE TERMINATIONS: All wiring circuits using the MIL-W-16878D Type D wire shall utilize terminals conforming to MIL-T-7928, MS25036, Type II, Class 2 (insulated with an insulation grip).	
___	___	a. City of Yakima desires that added runs shall use dual crimped (insulator crimp and conductor crimp), using the crimping tool designed for the specific wire.	
___	___	b. Ring terminals with proper diameter mounting screws shall be used on all MIL-Spec wires. Spade or hook terminals are unacceptable.	
___	___	c. Inexpensive, plastic type splices known as "Scotch Locks" or equal will be aggressively rejected and wires using them will be rejected and replaced at Vendor's expense. <u>DO NOT USE THESE DEVICES.</u>	
___	___	d. Full length wire runs only will be accepted. Connections will be made at junction box, lamp housing, appliance, or through weather proof connectors such as Deutsch or Weather Pack connectors only. No in-line splices are acceptable. AMPS connectors may be used in areas corrosion won't be a problem. (under dash, in the trunk and some under hood locations)	
___	___	5. Wire or wire bundles shall be routed free of chafing and abrasions and shall be supported using industrial grade, non-corrosive, insulated clamps. Clamp spacing will be approximately 12-inches.	
___	___	a. All wiring harnesses shall be "Kellems" PVC jacketed loom, or Automotive Engineer approved equivalent.	

VENDOR QUALIFICATION STATEMENT

Vendor must complete all portions of this statement before bid proposal will be considered. The following statements as to experience, equipment and general qualifications of the bidder as submitted in conjunction with the proposal, as part thereof and truthfulness and accuracy of information is guaranteed by the bidder and included in bid evaluation.

The City requires that the Vendor be a Certified Harley-Davidson™ motorcycle dealer. Provide references of any customers that you have provided two (2) or more motorcycles within the past three (3) years, for past performance evaluation.

I. Name and address of principal business office from which Contract will be administered:

Telephone: _____

Dealer License No.: _____

City Business License No.: _____

UBI No.: _____

DUNS No.: _____

II. Number of years Vendor has been a Dealer: _____

III. A. Number of similar contracts the Vendor has had: _____

B. The Vendor has never failed to satisfactorily perform a contract awarded to him except as follows: (Name of any and all exceptions and reasons thereof)

IV. List three (3) references for similar contracts:

1. Location and for who performed:

Phone _____ Contact Person _____

Email Address: _____

2. Location and for who performed:

Phone _____ Contact Person _____

Email Address: _____

3. Location and for who performed:

Phone _____ Contact Person _____

Email Address: _____

V. Product Supportability:

1. State the location of the closest parts and service facility from 200 S 3rd Street, Yakima, WA 98901. Location: _____

2. State the approximate value of parts inventory carried for 2013 or newer Harley-Davidson™ LH model motorcycles at this facility. \$ _____

3. State the number of factory trained and / or certified mechanics employed at this facility. List the types of certifications and numbers of mechanics with each type of certification.

Number of Factory Trained Mechanics: _____

Number of Harley-Davidson Certified Police Mechanics: _____

Types of certifications: _____

4. State any additional details on how you intend to provide product support:

**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. 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 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 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. 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 City 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 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

Proposals shall become the property of the City. 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 in 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, the City 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. The City will consider a Vendor's request for exemption from disclosure; however, the City 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 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 (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 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.
- 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 Agreement, Contractor shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of race, color, sex, religion, national origin, creed, age, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, political affiliation, or the presence of any sensory, mental or physical handicap, and any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement.

29. The Americans With Disabilities Act.

With regard to the services to be performed pursuant to this Agreement, Contractor agrees to comply with the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA) and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, state and local government services, and telecommunications.

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

31. 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.

32. Termination - Cause

The City 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 City 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 City may terminate this contract, with or without cause, upon thirty (30) days written notice to Contractor.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. Entire Agreement

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

40. 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 City of Yakima's 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 Division Manager of solicitation try resolving matter with protestor. All available facts will be considered and the City Purchasing Manager shall issue a decision. This decision shall be delivered in writing to the protesting vendor.

Step II If unresolved, within three (3) business days after receipt, the protest may be appealed to the Department Head by the Purchasing Manager.

Step III If still unresolved, within three (3) business days after receipt, the protest may be appealed to the City Manager (or his designee). The City Manager 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 City 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 City 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 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 City 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 City.

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

41. 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.

42. 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.

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,
photocopy this section and attach it to this form.**

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

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