

**Bid Documents & Specifications  
For  
Bid No. C-11015**

**One (1) Command Post Vehicle Truck:  
Ford 2010 F750 XLT Series  
for  
Yakima County Sheriff's Office**



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

**July 9, 2010**

**CITY OF YAKIMA/YAKIMA COUNTY**  
**SPECIFICATIONS**  
**FOR**  
**ONE (1) COMMAND POST VEHICLE TRUCK:**  
**FORD 2010 F750 XLT SERIES**

**SCOPE OF BID**  
**NO. C-11015**

The following specifications are for the purpose of establishing the type of vehicle desired.

All prices quoted shall be F.O.B. Destination.

Unit is to be completely serviced and ready for use when delivered.

Bidders to submit detailed specifications and illustration sheet showing exact vehicle bid.

*\*Note: Bids for **new** Ford 2009 F750 XLT vehicles will also be accepted for consideration; however Bids for 2011 vehicles will **not** be accepted.*

Yakima County is exempt from all Federal Excise Tax.

Section III - Technical Specifications: "EXACT SPECIFICATIONS" column must be filled in by bidder for bid to be accepted.

This BID is for one (1) COMMAND POST VEHICLE TRUCK: FORD 2010 F750 XLT SERIES.

Bid Proposals must be received on or before:

**Thursday, July 29, 2010 @ 10:00 am**

Bid Proposal shall be, mailed or hand delivered to: Yakima County Commissioner's Office, Room 232, located at 128 North Second Street, Yakima, WA 98901.

Thank you for your consideration

Maria Mayhue, CPPB  
Senior Buyer

**BOARD OF YAKIMA COUNTY COMMISSIONERS  
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN by the undersigned that sealed Requests for Bids will be accepted on **Thursday, July 29, 2010 @ 10:00 a.m.**, in the Yakima County Commissioners Office, 128 North Second Street, Room 232, Yakima, Washington for:

**One (1) Command Post Vehicle Truck: Ford 2010 F750 XLT Series  
For Yakima County Sheriff's Office**

*\*Note: Bids for **new** Ford 2009 F750 XLT vehicles will also be accepted for consideration; however Bids for 2011 vehicles will **not** be accepted.*

Bids shall be:

- (1) Sealed.
- (2) Plainly marked: Bid No C-11015
- (3) Addressed: Yakima County Courthouse  
Board of Yakima County Commissioners  
Attn: Christina S. Steiner, Clerk of the Board  
128 North Second Street, Room 232  
Yakima, Washington 98901
- (4) Bids must be in the Office of the Yakima County Commissioners on or before the bid time of 10:00 a.m. on Thursday, July 29, 2010 and will be opened shortly thereafter across the street at City Hall Council Chambers, since City/County functions are now merged

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

Specifications may be obtained online at [www.ci.yakima.wa.us/services/purchasing](http://www.ci.yakima.wa.us/services/purchasing) Click on Bid Openings.

<i>The Board reserves the right to reject any and all bids, or parts thereof.</i>
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**DONE** this 9<sup>th</sup> Day of July, 2010.

(Seal)

Christina S. Steiner, Clerk of the Board

Publish: *Yakima Herald-Republic*: Tuesday, July 13, 2010

**INVITATION TO BID -- NOT AN ORDER**

BID NO. C-11015

CITY OF YAKIMA/YAKIMA COUNTY  
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.

DATE July 9, 2010

VENDOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

BIDS WILL BE RECEIVED

UNTIL 10:00 a.m., Thursday, July 29, 2010

BID OPENING 10:00 a.m., Thursday, July 29, 2010

**TO BIDDER:**

PLEASE BID YOUR LOWEST PRICE, BEST DELIVERY DATE AND PAYMENT DISCOUNT TERMS FOR THE FOLLOWING. THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO ACCEPT ANY OR ALL ITEMS AT THE PRICE BID. THE COUNTY INTENDS TO AWARD THIS CONTRACT WITHIN 90 CALENDAR DAYS.

**BID FORM**

ITEM NO.	QTY	UNIT	DESCRIPTION	TOTAL
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Yakima County Sheriff's Office is requesting Bids to purchase ONE (1) COMMAND POST VEHICLE – FORD 2010 F750 XLT SERIES per the attached specifications, including warranty.

*\*Note: Bids for **new** Ford 2009 F750 XLT vehicles will also be accepted for consideration; however Bids for 2011 vehicles will **not** be accepted.*

1.	1	Each	Ford 2010 F750 XLT Series Truck per specifications.	
			VIN # _____	\$ _____
			*If bidding new 2009 specify: _____	

**TAX @ 7.9%:** \$ \_\_\_\_\_

**TOTAL:** \$ \_\_\_\_\_

OPTIONAL DELIVERY

2.	1	Mile	Transportation cost to deliver vehicle to Command Center van body fabrication site.	\$ _____
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DELIVERY: WE (I) WILL DELIVER COMPLETE THE ABOVE UNIT WITHIN \_\_\_\_ DAYS FROM RECEIPT OF ORDER AND AT PRICES AND TERMS SPECIFIED UNLESS OTHERWISE NOTED.

SPECIFY TERMS AND CONDITIONS OF WARRANTY (Attach related documentation):

## **NON-COLLUSION DECLARATION**

I, by signing the proposal or bid, 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 or bid is submitted.
  
2. That by signing the signature page of this proposal or bid, I am deemed to have signed and have agreed to the provisions of this declaration.

**SIGNATURE SHEET  
Bid No. C-11015**

**ONE (1) COMMAND POST VEHICLE TRUCK:  
FORD 2010 F750 XLT SERIES**

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

PROMPT PAYMENT DISCOUNT TERMS OFFERED \_\_\_\_\_% net \_\_\_\_\_

**\*\*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

**PROPOSAL MUST BE SIGNED** 

**SPECIFICATIONS**  
**ONE (1) COMMAND POST VEHICLE TRUCK:**  
**FORD 2010 F750 XLT SERIES**  
**BID NO. C-11015**

**I. General**

**A. It is the intent and purpose of these specifications to describe one (1) Command Post Vehicle Truck in sufficient detail to secure bids on comparable vehicles. 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. 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.

**C. Right to Reject/Accept:**

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

**D. Bid Evaluation:**

Evaluation of bids shall be based on cost, warranty, past experience with Bidder's service availability, parts availability, equipment design and functionalism and effect on productivity and Bidder's supporting documentation.

**E. Interlocal Purchasing:**

It is also the intent of this bid document to make available to other local government entities of the State of Washington, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by RCW 39.34, the right to purchase the same equipment, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid form in the space provided below if he will honor Political Subdivision orders in accordance with contract terms and conditions, in addition to orders from Yakima County.

*Yes*    *No*

## II. Special Instructions

**A. Due Date:**

Bids shall be submitted to and date stamped by the Yakima County Clerk's Office, Yakima County, 128 North Second Street, by 10:00 a.m. on Thursday, July 29, 2010 in a sealed envelope labeled Bid No. C-11015 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.**

**B. 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.

**C. Warranty/Pre-delivery:**

Each unit shall carry full factory and/or manufacturer's warranty and complete pre-delivery service. Any materials provided and labor shall carry standard warranty coverage furnished in trade in general. **Bidder shall state terms and conditions of guarantee/warranty and attach any related documentation.**

**D. Factory Installed:**

All specified items shall be factory installed or installed by an authorized dealer.

**E. Materials/Accessories Responsibility:**

Parts and/or components damaged during transport shall be replaced with new parts and/or components by Vendor at no additional cost to Yakima County. Repair of items damaged during transport shall not be acceptable without prior approval of Yakima County.

**F. 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.

**G. Delivery Acceptance:**

Delivery of the equipment shall be coordinated by contacting Sgt. Judd Towell, Yakima County Sheriff's Office at 509-574-2535, 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.

**H. Vehicle Acceptance:**

The vehicle shall remain the property of the successful bidder until accepted by Yakima County. Upon delivery, the vehicle shall thoroughly be tested in operation in the presence of an authorized representative of the County to check on the performance of the equipment and operation of the unit as a whole. The successful vendor shall make, at his own expense, any adjustments or alterations that may be required by the County as a result of the operation test.

**I. Papers Required at Time of Delivery:**

The successful vendor shall deliver all necessary papers required for licensing the unit. One operator's manual, and factory warranty as well as any additional warranties shall be submitted to Sgt. Judd Towell, Yakima County Sheriff's Office at 509-574-2535, at the time the unit is delivered. Failure to provide the manual shall result in delay of payment.

**J. Items to Accompany Delivery:**

The following shall be delivered with the equipment. Failure to do so will result in payment being withheld until they are received.

1. Affidavit certifying compliance with requirements for unit body and frame materials per this specification. Affidavit shall identify unit by the manufacturer's VIN number.
2. Actual weight and weight distribution for unit.
3. Unit, and all other warranties.
4. Manufacturer's Statement of Origin for unit.
5. Title application for unit per current State of Washington law, signed by seller. Enter legal owner and registered owner as:

**Yakima County Sheriff's Office**  
128 N. 2<sup>nd</sup> Street  
Yakima, WA 98901

**K. 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 County safety codes.

**L. Payments:**

Vendor is to submit properly completed invoice(s) to Yakima County Sheriff's Office, Accounts Payable, PO Box 1388, Yakima, WA 98907. 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 vehicle, (b) properly completed invoice, and (c) all papers required to be delivered with vehicle.

**M. 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 vehicles.

**N. Technical Specifications Analysis:**

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

Bidder 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 County shall be the sole judge as to whether an exception is acceptable or not.

**III. Technical – “Specifications Analysis”**

- A. Equipment purchased under this agreement will be operated by Yakima County Sheriff’s Office personnel during emergency response. It is the intent of the County to modify the wheel base and have a Command Center van body mounted on the truck chassis after taking possession of the vehicle. **If this will modify the warranty in any way please specify.**
- B. Bidder shall be an authorized Ford dealer and have a demonstrated capability to provide local warranty and support services within forty-eight (48) hours after such services have been requested by Yakima County.

MINIMUM SPECIFICATIONS

EXACT SPECIFICATIONS

Yes or No, if not exact, please explain.

1.) GENERAL

Vehicle shall be a new, unused Ford 2010 F750 XLT Series Truck, equipped with all manufacturer’s standard equipment, in addition to the items required by the specifications.

YEAR OF VEHICLE BID: \_\_\_\_\_

VIN #: \_\_\_\_\_

*\*Note: Bids for **new** Ford 2009 F750 XLT vehicles will also be accepted for consideration; however Bids for 2011 vehicles will **not** be accepted.*

2.) ENGINE

The vehicle is to be powered by a Cummins 6.7L 240 HP/620 TRQ, Allison 2500 5-Speed Automatic

\_\_\_\_\_

3.) EXTERIOR

Oxford White

\_\_\_\_\_

4.) INTERIOR

Medium Flint Mortar/Marta Cloth

\_\_\_\_\_

5.) CAB & CHASSIS

Regular Cab and Chassis

\_\_\_\_\_

6.) DIFFERENTIAL

Rear-end limited slip differential or driver controlled lock. Please specify which.

\_\_\_\_\_

7.) WHEELBASE

260” Wheelbase

\_\_\_\_\_



MINIMUM SPECIFICATIONS

EXACT SPECIFICATIONS

Yes or No, if not exact, please explain.

- Starting Motor 38MT 12 V \_\_\_\_\_
- Engine Block Heater – Cummins \_\_\_\_\_
- SPL100 \_\_\_\_\_
- Battery – 2 – 12V 1800 CCA \_\_\_\_\_
- Body Builder Wiring \_\_\_\_\_
- Fuel Tank – 65 GALS \_\_\_\_\_
- DR-AIR SUSP Mortar/Marta CL-RC \_\_\_\_\_
- PS – 70% BNCH Mortar/Marta Cloth \_\_\_\_\_
- Air Horn \_\_\_\_\_
- Stainless Steel Convex Mirrors \_\_\_\_\_
- FT WH 22 .5x8 .25 10H PT STL DSC \_\_\_\_\_
- RR WH 22 .5x8 .25 10H PT STL DSC \_\_\_\_\_
- 50 State Emissions \_\_\_\_\_
- CARB Compliant CL Idle w/label \_\_\_\_\_

9) MANUALS  
One (1) Operators Manual Included \_\_\_\_\_

10) WARRANTY \_\_\_\_\_

<b>Warranty</b>	<b>XLT</b>
Basic warranty	24 months/ unlimited distance
Corrosion perforation warranty	36 months/ unlimited distance
Roadside assistance coverage	24 months/ unlimited distance

11) RECALLS  
Known Recalls:  
a) **Recall #09V476000:**  
Dealers will inspect the connector and \_\_\_\_\_  
Repair the main and rear chassis wire  
Harness if necessary. A missing seal will  
be replaced and electrical grease applied  
to prevent future corrosion.  
(See Exhibit A - pg 1 of 2.)

b) **Recall #09V475000:**

Dealers will lubricate the S-CAM tube  
and check the S-CAM for free movement  
at all four wheel locations free of charge.  
(See Exhibit A – pg 2 of 2.)

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c) Address any additional recalls as  
required.

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**Exhibit A****pg 1 of 2**

## 2010 FORD F750 Recall

NHTSA Campaign Number: 09V476000

Vehicle/Equipment Make: FORD

Vehicle/Equipment Model: F750

Model Year: 2010

Mfg Campaign Number:

Mfg Component Desc: EXTERIOR LIGHTING

Mfg Involved in Recall: FORD MOTOR COMPANY

Manufacture Dates: 05-08-09 through 06-04-09

Type of Report: (V) Vehicle

Potential # of Units Affected: 42

Date Owner Notified by Mfg:

Recall Initiated By: MFR

Mfg Responsible for Recall: FORD MOTOR COMPANY

Report Recieved Date: 12-15-09

Record Creation Date: 12-15-09

Regulation Part Number:

FMVSS Number:

Defect Summary: FORD IS RECALLING MODEL YEARS 2010 F-650 AND F750 TRUCKS. THE CHASSIS WIRE HARNESS MAY HAVE BEEN ASSEMBLED WITHOUT A CONNECTOR SEAL IF THIS SEAL IS MISSING, THE CONNECTOR TERMINALS MAY CORRODE AFFECTING THE PROPER ILLUMINATION OF THE VEHICLES REAR BRAKE LAMPS, TAIL LAMPS, TURN SIGNAL LAMPS OR TRAILER LAMPS (IF EQUIPPED.) ALSO, THE FUNCTION OF THE ANTI-LOCK BRAKE SYSTEM MAY BE AFFECTED.

Consequence Summary: INOPERATIVE LAMPS MAY INCREASE THE RISK OF A CRASH.

Corrective Summary: DEALERS WILL INSPECT THE CONNECTOR AND REPAIR THE MAIN AND REAR CHASSIS WIRE HARNESS IF NECESSARY. A MISSING SEAL WILL BE REPLACED AND ELECTRICAL GREASE APPLIED TO PREVENT FUTURE CORROSION. THE SAFETY RECALL IS EXPECTED TO BEGIN DURING DECEMBER 2009. OWNERS MAY CONTACT FORD AT 1-888-222-2751 OR THROUGH THE INTERNET AT WWW.FORDOWNER.COM.

**Exhibit A**  
**pg 2 of 2**  
**2010 FORD F750 RECALL**

NHTSA Campaign Number:	09V475000
Vehicle	2010 <a href="#">FORD F750</a>
Manufacturer	<a href="#">FORD MOTOR COMPANY</a>
Manufactured between	7/13/2009 - 9/8/2009
Recalled on	12/15/2009
Influenced by	FORD MOTOR COMPANY
Owners Notified on	12/16/2009
# Affected	231
Recalled for	SERVICE BRAKES, AIR
Description	FORD IS RECALLING MODEL YEAR 2010 F-650 AND F-750 TRUCKS. THE S-CAM TUBES ON THE AIR BRAKE AXLE ASSEMBLIES WERE NOT GREASED AND CORROSION MAY DEVELOP OVER TIME, WHICH MAY RESTRICT RELEASE OF THE SERVICE BRAKE AT THE AFFECTED WHEEL.
Consequences	IF THIS OCCURS, IT COULD CAUSE EXCESSIVE BRAKE TEMPERATURES, NOISE, BRAKE FADE, ODOR, SMOKE, BRAKE PULL AND POSSIBLY LONGER STOPPING DISTANCES WHICH COULD INCREASE THE RISK OF A CRASH.
Corrective action	DEALERS WILL LUBRICATE THE S-CAM TUBE AND CHECK THE S-CAM FOR FREE MOVEMENT AT ALL FOUR WHEEL LOCATIONS FREE OF CHARGE. THE SAFETY RECALL BEGAN ON DECEMBER 16, 2009. OWNERS MAY CONTACT FORD AT 1-866-436-7332 OR THROUGH THE INTERNET AT <a href="http://WWW.FORDOWNER.COM">WWW.FORDOWNER.COM</a> .
Notes	FORD'S CAMPAIGN NUMBER IS 09S10.OWNERS MAY ALSO CONTACT THE NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION'S VEHICLE SAFETY HOTLINE AT 1-888-327-4236 (TTY 1-800-424-9153), OR GO TO <a href="http://WWW.SAFERCAR.GOV">HTTP://WWW.SAFERCAR.GOV</a> .

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

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

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**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.

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**2. Acceptance**

The County reserves the right to reject any or all quotations, to waive any technicalities and informalities, and to accept or reject all or any part of this quotation at prices shown.

All bids/quotes must remain open for acceptance by the County for a period of at least 60 calendar days from the date of opening of the bids/quotes, unless otherwise stated.

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**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.

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**4. Change Orders**

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

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**5. Quality Standards**

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

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**6. Delivery**

Time is of the essence and this order is subject to cancellation by Yakima County for Vendor's failure to deliver on time. For any exception to the delivery date specified in this order, Vendor shall give prior written notification and obtain written approval from the City/County Purchasing Manager. The acceptance by the County of later performance with or without objection or reservation shall neither waive the County's right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by

Vendor. All quotations shall include delivery F.O.B. destination, freight pre-paid, unless otherwise stated in this "Bid Call" or "Invitation to Quote" at the designated address set forth in the proposal given to each bidder. When shipping addresses specify room identification, Vendor shall make such delivery thereto without additional charge. If the County grants specific authorization to ship goods F.O.B. Shipping Point, Vendor agrees to prepay all shipping charges, route the goods by cheapest common carrier, and bill the County as a separate item on the invoice for said charges. It is also agreed the County reserves the right, at its sole option, to refuse COD Shipments.

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**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.

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**8. Payment**

Vendor is to submit properly completed invoice(s) and mail to address specified at the time of order

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

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**9. Risk of Loss**

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

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**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.

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**11. Rejection**

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

---

**12. Approximate Quantity**

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

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**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.

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**14. Samples**

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

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**15. Inspection**

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

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**16. Hazardous Materials**

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

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**17. Public Disclosure**

Proposals shall become the property of Yakima County. All proposals shall be deemed a public record as defined in RCW 42.56 "Public Records." Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the Vendor, or is 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, Yakima County will not disclose RFP records until execution of the contract(s). At that time, all information about the competitive procurement will be available with the exception of: Proprietary/confidential portion(s) of the successful proposal(s), until the Vendor has an adequate opportunity to seek a court order preventing disclosure. Yakima County will consider a Vendor's request for exemption from disclosure; however, Yakima County will make a decision predicated upon RCW 42.56.

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**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.

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**19. Re-Award**

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

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

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**20. Errors and Omissions**

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

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**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).

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**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.

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**23. Delivery of Unapproved Substitutions**

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

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**24. "No Bids"**

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

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**25. Non-Collusion**

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

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**26. Evaluation of Bid/Quote**

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

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

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**27. Taxes**

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

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**28. Non-Discrimination**

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

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

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**29. Termination - Convenience**

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

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**30. Termination - Cause**

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

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**31. Delay of an Award**

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

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**32. Venue**

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

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**33. Defense and Indemnity Agreement**

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

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**34. Permits**

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

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**35. Severability**

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

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**36. Waiver**

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

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**37. Entire Agreement**

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

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**38. Protest Procedure**

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

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

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

**Grounds for Protest**

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

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

**Protest Determination**

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

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

**Timeframe**

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

**Award Announcement**

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

**Award Regardless of Protest**

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

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

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

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