

BOARD OF YAKIMA COUNTY COMMISSIONERS RESOLUTION

IN THE MATTER OF AUTHORIZING A CALL FOR BIDS FOR RECYCLING/DISPOSAL OF USED MOTOR OIL, SPENT ANTIFREEZE & FILTERS FOR YAKIMA COUNTY SOLID WASTE

WHEREAS, the Yakima County Public Services Solid Waste Division collects used motor oil, spent antifreeze, and oil filters from Yakima County Residents; **and**,

WHEREAS, Solid Waste has historically contracted with a third-party vendor who recycles and resells spent motor oil for little to no charge based on the West Texas Intermediate (WTI) Cushing, Oklahoma Spot Price; **and**,

WHEREAS, Yakima County Purchasing will advertise bids through the competitive bidding process set forth in RCW 36.32.250; **now**, therefore,

BE IT HEREBY RESOLVED that the Yakima County Purchasing Department is authorized to solicit bids for Recycling/Disposal of Used Motor Oil, Spent Antifreeze & Filters using the competitive bid process.

DONE

Attest:

Julie Lawrence, Clerk of the Board *or*
Erin Franklin, Deputy Clerk of the Board

LaDon Linde, Chair

Amanda McKinney, Commissioner

Kyle Curtis, Commissioner
*Constituting the Board of County Commissioners
for Yakima County, Washington*

Invitation for Bid
Yakima County



Public Services

IFB Documents & Specifications for

IFB NO. YC26001
RECYCLING/DISPOSAL OF USED MOTOR OIL, SPENT ANTIFREEZE & FILTERS

October 1, 2026

BOARD OF YAKIMA COUNTY COMMISSIONERS

NOTICE TO PROPOSERS IFB YC26001

Yakima County is soliciting bids for the following project:

**Transportation, Processing and Recycling/Disposal of Used Motor Oil, Spent
Antifreeze & Filters
Yakima County Public Services, Solid Waste**

NOTICE IS HEREBY GIVEN by the undersigned that electronic sealed Bids will be accepted via PublicPurchase.com until the hour of 11:00:00 AM on October 30, 2026. IFB submittals will be electronically opened shortly after 11:00:00 AM in Room 231, at the Yakima County Courthouse, 128 N. 2nd Street, Yakima WA 98901 for preliminary review.

Instructions to register with PublicPurchase.com and bid are available online at <https://www.yakimacounty.us/303/Purchasing-Department>.

Specifications may be obtained online at <https://www.yakimacounty.us/303/Purchasing-Department>, click on Bid Openings.

The Board of County Commissioners reserves the right to reject any and all bids, or parts thereof as it does in any Invitation for Bid. With this specific IFB, the Board of County Commissioners reserves the right to reject any and all bids or parts thereof in the best interests of the County.

DONE,

Julie Lawrence, Clerk of the Board

Publish: *Yakima Herald-Republic*: 10/8/2026 AND 10/15/2026
Bill: Yakima County Public Services Solid Waste YHR acct. 110346

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**YAKIMA COUNTY PUBLIC SERVICES SOLID WASTE DIVISION
INVITATION FOR BID NO. YC26001**

Transportation, Processing, and Recycling/Disposal of Used Motor Oil, Spent Antifreeze, and Oil Filters

SECTION 1. SOLICITATION SUMMARY, CALENDAR & RESERVATION OF RIGHTS

Yakima County ("County") is soliciting electronic bids via PublicPurchase.com to select a qualified Contractor to transport, process, and recycle or dispose of used motor oil, spent antifreeze, and oil filters collected across County sites for a contract term of 1 year with the option to extend for an additional year.

- **Submittal Deadline:** October 30, 2026, at 11:00 AM PST.
- **Public Opening Location:** 128 N. 2nd Street, Room 231, Yakima, WA 98901.
- **Submittal Platform:** PublicPurchase.com (late submissions are automatically rejected).
- **Point of Contact:** Raudel Iniguez, Yakima County Purchasing Manager (509) 574-1519
Raudel.Iniguez@co.yakima.wa.us

1.1 Key Procurement Schedule

Event	Due Date
IFB Issuance	October 1, 2026
Written Questions Via Public Purchase Due	October 20, 2026
County Answers / Addenda Issued	October 22, 2026
Bids Due	October 27, 2026, at 11:00 AM PST

1.2 County Reservation of Rights

This solicitation does not commit the County to award a contract, pay any costs incurred in the preparation of a bid, or procure or contract for services or supplies.

The County reserves the right, at its sole discretion, to accept or reject any or all bids, to waive informalities or non-material irregularities, to re-solicit bids, or to cancel this IFB in whole or in part if deemed in the County's best interest. Non-discrimination standards strictly apply under RCW 49.60 and 42 U.S.C. 12101.

Quantities and volume estimates provided are for evaluation and bidding purposes only and do not constitute a guarantee of actual waste volumes to be collected. Payment will be made only for quantities ordered, delivered, and accepted, whether greater or less than the stated amounts.

SECTION 2. SCOPE OF SERVICES & OPERATIONAL REQUIREMENTS

The Contractor shall provide all labor, materials, equipment, and transportation required for the safe, compliant collection, processing, and recycling/disposal of moderate-risk waste streams.

Waste Stream Services & Collection Locations

	<u>CONTRACT SERVICE LOCATIONS</u>
1.	Cenex 2202 S. 1 st Street, Yakima
2.	Cheyne Landfill 4970 Cheyne Rd., Zillah
3.	City of Mabton 305 N. Main St, Mabton
4.	City of Moxee Public Works 7520 Postma Rd., Moxee
5.	Highland Quick Stop 16841 Summitview Rd., Cowiche
6.	Mt. Clemen Chevron 9881 Highway 12, Naches
7.	Terrace Heights Landfill 7151 Roza Hill Dr, Yakima
8.	Town of Granger 102 Main Street, Granger
9.	Zillah City Shop 132 1 st Ave. Zillah
10.	Grandview Public Works 603 N. Willoughby, Grandview
11.	Valley Wide Coop 1404 First Ave. Zillah

2.1.1. **Bulk Used Motor Oil:** Weekly monitoring and pumping at 11 County collection locations (including Cheyne Landfill, Terrace Heights Landfill, and municipal public works shops).

2.1.2. **Containerized Materials (Terrace Heights Landfill Only):** Pickup of drummed spent antifreeze, crushed oil filters, and uncrushed oil filters within five (5) business days of County notification.

2.1 Testing, Maintenance, and Container Requirements

2.1.3. **Solvent Testing:** Before pumping bulk oil, the Contractor must test chlorinated solvents using an EPA-compliant method (e.g., Chlor-D-Tect).

Pass (< 1,000 ppm): Contractor pumps the oil.

Fail (≥ 1,000 ppm): Contractor immediately locks/secures the container and notifies the County.

2.1.4. **Site Maintenance:** Contractor must maintain clean operational conditions around collection tanks and screens.

2.1.5. **Drums:** Contractor must supply replacement UN-approved 1A2 drums for containerized waste pickups.

2.2 Required Contractor Documentation & Compliance Reporting

2.2.1 **Weekly Log Sheets:** Provide a weekly Bill of Lading detailing volumes collected per site.

2.2.2 **Certificates of Disposal:** Final Certificates of Recycling/Disposal/Destruction must be provided within ninety (90) days of pickup.

2.2.3 **Annual Reporting:** Provide all volume data needed for Ecology/EPA annual reporting within twenty (20) business days of bid.

SECTION 3. PRICING STRUCTURE & INVOICING

3.1. The County intends to establish a market-based pricing mechanism for accepted used motor oil utilizing the West Texas Intermediate ("WTI") crude oil benchmark. The applicable WTI index shall be the **West Texas Intermediate (WTI) Cushing, Oklahoma Spot Price**, as published by the U.S. Energy Information Administration (EIA).

The WTI price used for each monthly pricing period shall be the EIA WTI Cushing Spot Price published for the **10th calendar day of the preceding month**. If no price is published for the 10th calendar day, the most recent preceding published EIA WTI Cushing Spot Price shall be used.

The Contractor shall bid a **percentage of the EIA WTI Cushing Spot Price, converted to a gallon equivalent, that the Contractor will pay the County for each gallon of accepted used motor oil.**

3.2 For purposes of calculating the payment: WTI Gallon Equivalent = WTI Price per barrel ÷ 42 gallons per barrel

The Contractor's proposed percentage shall be applied to the WTI Gallon Equivalent to establish the payment due to the County.

For example, if the applicable WTI price is \$83.76 per barrel: $\$83.76 \div 42 = \text{\$1.9943 per gallon}$

If the Contractor bids 75%: $\$1.9943 \times 75\% = \text{\$1.4957 per gallon}$

The Contractor would therefore pay the County **\\$1.4957 for each gallon of accepted used motor oil** collected during that pricing period.

3.3 Fixed Contractor Percentage

3.3.1 The percentage proposed by the Contractor shall remain fixed throughout the initial Contract term unless otherwise modified by a written amendment executed by the County and Contractor.

3.3.2 The percentage shall apply regardless of whether the WTI price increases or decreases during the Contract term. There shall be **no separate threshold, floor, or payment reversal based solely upon the WTI price.**

3.3.3 Accordingly, the County's payment for used motor oil shall fluctuate proportionately with the applicable WTI index.

3.3.4 No Guaranteed Quantity: The County makes no guarantee regarding the quantity of used motor oil that will be available for collection. The Contractor shall pay the County based solely upon the actual quantity of accepted used motor oil collected and documented during each applicable pricing period. The County collected approximately **48,534 gallons of used motor oil during**

calendar year 2025. This quantity is provided solely for bid evaluation and does not constitute a minimum guaranteed quantity.

3.4 Pricing Evaluation: For purposes of evaluating bids, the County will apply each Contractor's proposed percentage and to a common WTI benchmark and estimated annual volume.

For the initial evaluation, the County will use the EIA WTI–Cushing Spot Price published on **August 10, 2026**, which was **\$83.76 per barrel**, and an estimated annual volume of 48,534 gallons.

The County reserves the right to use additional WTI scenarios in evaluating bids to determine the relative economic value of each bid under varying market conditions.

The percentage proposed by each Contractor shall be evaluated together with the Contractor's proposed pricing for spent antifreeze, crushed filters, uncrushed filters, and any other applicable services based on 2025 totals.

3.5 Pricing Calculation and Invoicing

Each invoice or payment statement submitted by Contractor for used motor oil shall identify:

1. The applicable EIA WTI–Cushing Spot Price
2. The date of the applicable WTI price
3. The WTI price in dollars per barrel
4. The calculated WTI Gallon Equivalent
5. The Contractor's approved percentage
6. The number of gallons collected
7. The total payment due to the County.

The calculation shall be $\text{County Payment} = \text{Actual Gallons Collected} \times (\text{WTI Price} \div 42) \times \text{Contractor Bid Percentage}$

The resulting payment shall be calculated to the nearest one-hundredth of a dollar per gallon for invoicing purposes.

3.6 Market-Based Pricing Rationale

The County recognizes that the market value of used motor oil is influenced by factors other than crude oil prices, including material quality, collection volume, transportation distance, processing costs, recovered-product markets, and regional market conditions. The WTI index is therefore being used as an objective and independently published market reference, rather than as a direct representation of the value of used motor oil. By requiring Contractors to compete on the percentage of WTI that they are willing to pay the County, the solicitation allows qualified processors to incorporate their actual collection, transportation, processing, recycling, and market economics into their proposed percentage.

SECTION 4. BID EVALUATION CRITERIA

Award will be made to the lowest responsive and responsible bidder based on the total combined difference between Schedule 2 and Schedule 1. A responsive bid conforms in all material respects to this

solicitation. A responsible bidder demonstrates required licensing, past performance history, equipment capacity, and qualified personnel to meet contract standards.

REQUIRED FORMS

The following forms shall be completed and submitted/uploaded into Public Purchase with Bid in accordance with the instructions given in Section III Preparing and submitting a Bid. Blank forms are attached.

1. Bid Cover Sheet
2. Vendor Questionnaire
3. Safety Questionnaire
4. Suspension & Debarment Certification
5. Non-Collusion Affidavit
6. Price Form
7. Performance Bond

The following forms shall be completed and submitted at Contract Award and before Contract Execution Date. Blank forms are attached.

1. Certificate of Insurance with Additional Insured Endorsement (due at contract award)

BID FOR TRANSPORTATION, PROCESSING, AND RECYCLING/DISPOSAL SERVICES

INVITATION FOR BID NO. YC26001

BID COVER SHEET**CERTIFICATION**

I, the official named below, certify that I am duly authorized to legally bind the Offeror to the clause(s) listed below.

<i>Offeror Name (Printed)</i>		
<i>Corporate Address of Record</i>		
<i>By (Authorized Signature of Person with Authority to Obligate the Offeror Contractually)</i>		
<i>Federal Tax Identification Number</i>	<i>Unique Entity Identification Number (UEI)</i>	<i>Washington Secretary of State Business Registry Number</i>
<i>Printed Name</i>	<i>Title of Person Signing</i>	
<i>Date Signed</i>	<i>Telephone Number</i>	

<i>Identify Name of Person Authorized to Negotiate the Contract on Behalf of Offeror</i>	<i>Identify Title of Person Authorized to Negotiate the Contract on Behalf of Offeror</i>	<i>Telephone Number</i>
		<i>Email Address</i>
<i>Identify Name of Person to be Contacted for Clarification of Bid</i>	<i>Identify Title of Person Authorized to contact for clarification of Bid</i>	<i>Telephone Number</i>
		<i>Email Address</i>

Offeror understands and accepts the requirements of this IFB. By Bid submission, Offeror agree to be bound by the Contract terms and conditions.

Offeror acknowledges receipt of any and all Addenda to this IFB. All Addenda's will be posted on the County's e-bidding site www.publicpurchase.com.

VENDOR QUESTIONNAIRE

Must be submitted/uploaded into public purchase with your bid

PROPOSER INFORMATION

Proposer's Legal Name: _____

Company's dba: (if applicable) _____

CEO/President Name: _____

Business _____ Federal _____

License No. _____ UBI No. _____ EIN No. _____

Phone () _____ E-Mail Address _____

Mailing Address _____

City _____ State _____ Zip _____

Physical Address _____

City _____ State _____ Zip _____

OWNERSHIP

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

Please explain: _____

FINANCIAL RESOURCES AND RESPONSIBILITY

Within the previous five years, has your firm been the debtor of a bankruptcy? Yes: _____ No: _____

Is your firm in the process of or in negotiations toward being sold? Yes: _____ No: _____

Within the previous five years, has your firm been debarred from contracting with any local, state, or federal government contract? Yes: _____ No: _____

Within the previous five years, has your firm been the defendant in court on a matter related to any of the following?

Payment to subcontractors? Yes: _____ No: _____

Work performance on a contract? Yes: _____ No: _____

Does your firm have any outstanding judgments pending against it? Yes: _____ No: _____

If you answered yes to any of the previous questions, please provide an explanation here:

COMPLIANCE

Within the previous five years, has your firm or any of its owners, partners, or officers been assessed penalties or found to have violated any laws, rules, or regulations enforced or administered by a governmental entity? *This does not include owners of stock if your firm is a publicly traded corporation.* Yes: _____ No: _____

License(s) are required to perform the services sought by this solicitation. Within the previous five years, has your firm had a license suspended by a licensing agency or been found to have violated licensing laws? Yes: _____ No: _____

If you answered yes to any of the previous questions, please provide an explanation here:

SAFETY QUESTIONNAIRE

Must be submitted/uploaded into public purchase with your bid

1. What safety equipment is carried on the collection/delivery trucks?

A. _____
B. _____
C. _____
D. _____
E. _____

2. What is your loading procedure (using the above listed safety equipment)?

3. What procedures are proposed for hazardous waste emergencies during transport?
(i.e. Will local Fire Departments be notified of transport routes and times?)

1. _____
2. _____
3. _____
4. _____

4. Who in the supplier's organization do we contact in case of emergency?

(Name, Position, Phone number)

SUSPENSION AND DEBARMENT CERTIFICATION

Certification Regarding Debarment and Suspension and Other Responsibility Matters -Primary Covered Transactions

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180 and 2 CFR 200.213. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this bid.

Business Name

Names(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Instructions for Certification

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective primary participant shall provide immediate written notice to the person to whom this bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this bid is submitted for assistance in obtaining a copy of those regulations.
5. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective primary participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

NON-COLLUSION AFFIDAVIT (Fill out, *NOTARIZE*, and return with bid)

State of _____, County of _____

_____, being first duly sworn, deposes and says that:

- (1) (S)He is _____ (Owner, Partner, Officer, Representative, or Agent) of _____, the Respondent that has submitted the attached Response;
- (2) (S)He is fully informed respecting the preparation and contents of the attached Response and of all pertinent circumstances respecting such Response;
- (3) Such Response is genuine and is not a collusive or sham;
- (4) Neither the said Respondent nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham respondent in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent, firm, or person, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any person interested in the proposed Contract.

(Signed) _____

Title _____

Subscribed and sworn to before me

this _____ day of _____, 2026

Title _____

My commission expires: _____

MUST BE SUBMITTED WITH BID

PRICE FORM

Must be submitted/uploaded into public purchase with your bid

Instructions for Completing Price Form

THIS FORM IS MANDATORY. ANY BIDS RECEIVED WITHOUT THE PRICE FORM WILL BE DISQUALIFIED.

THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO ACCEPT ANY OR ALL SERVICE(S) AT THE PRICE PROPOSED.

SCHEDULE 1: USED MOTOR OIL WTI INDEXED PAYMENT

Contractor shall propose the percentage of the EIA WTI Cushing Spot Price that they will pay the County for accepted used motor oil, multiplied by the total number of barrels collected in 2025.

SCHEDULE 1: PERCENTAGE OF OIL SPOT PRICE PAID TO THE COUNTY			
<u>A.</u>	<u>B.</u>	<u>C.</u>	<u>D.</u>
WTI Spot Price Aug. 10, 2026	Proposed Percentage Paid to the County	Per Barrel Total Columns A x B Round to nearest hundredth	Extended Total C. X 1,156 barrels (42 gallons ea.)
\$83.76	_____ %		

SCHEDULE 2: SPENT ANTIFREEZE AND OIL FILTERS

Contractor shall propose a price to include the pickup and disposal of used spent antifreeze, crushed oil filters, and uncrushed oil filters. The County will pay the contractor the proposed price per gallon or pound for pickup and disposal. The Contractor's proposed price shall remain fixed for the initial Contract term.

SCHEDULE 2: UNIT PRICE PAID TO THE CONTRACTOR FOR PICKUP AND DISPOSAL			
<u>A.</u>	<u>B.</u>	<u>C.</u>	<u>D.</u>
Description	Approx. Qty	Proposed Unit Price Paid to the Contractor	Extended Total (Columns B x C)
Spent Antifreeze	4,610 gallons		
Crushed Oil Filters	8 Barrels		
Uncrushed Oil Filters	62 Barrels		
TOTAL			

BID EVALUATION:

THIS TABLE WILL BE COMPLETED BY THE COUNTY BASED ON THE INFOIRMATION PROVIDED ABOVE

BID EVALUATION – FOR COUNTY USE ONLY			
A.	B.	C.	D.
Schedule 2 Extended Total	- Minus	Schedule 1 Extended Total	Extended Total Final Bid Price
	-		

	<u>CONTRACT SERVICE LOCATIONS</u>
1.	Cenex 2202 S. 1 st Street, Yakima
2.	Cheyne Landfill 4970 Cheyne Rd., Zillah
3.	City of Mabton 305 N. Main St, Mabton
4.	City of Moxee Public Works 7520 Postma Rd., Moxee
5.	Highland Quick Stop 16841 Summitview Rd., Cowiche
6.	Mt. Clemen Chevron 9881 Highway 12, Naches
7.	Terrace Heights Landfill 7151 Roza Hill Dr, Yakima
8.	Town of Granger 102 Main Street, Granger
9.	Zillah City Shop 132 1 st Ave. Zillah
10.	Grandview Public Works 603 N. Willoughby, Grandview
11.	Valley Wide Coop 1404 First Ave. Zillah

**PERFORMANCE BOND
(RCW 39.08)**

We, the undersigned, _____ as Principal, and _____ a corporation organized and existing under the laws of the State of _____, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of Vendors with municipal corporations, as surety, are jointly and severally held and firmly bound to YAKIMA COUNTY in the penal sum of \$ _____ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, the Ordinances of YAKIMA COUNTY.

DATED at Yakima, Washington, this day of _____, 2026.

Nevertheless, the conditions of the above obligations are such that:

WHEREAS, pursuant to action taken by the Board of County Commissioners on _____, 2021 the Board of County Commissioners and Clerk of the Board of YAKIMA COUNTY has let or is about to let to the said _____ the above bounden Principal, a certain contract, the said contract being numbered and providing for (which contract is referred to herein and is made a part hereof as though attached hereto), and,

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW, THEREFORE, if the said _____ shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or with such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics, sub-Vendors and material men, and all persons who shall supply said principal of sub-Vendors with provisions and supplies for the carrying on of said work, and shall hold said YAKIMA COUNTY harmless from any loss or damage occasioned to any person or shall supply said principal or sub-Vendors with provisions and supplies for the carrying on of said work, and shall hold said YAKIMA COUNTY, its officers, employees and agents, harmless from any loss or damage occasioned to any person or property by reason of any carelessness or negligence on the part of said principal, or any sub-Vendor in the performance of said work, and shall indemnify and hold YAKIMA COUNTY, its officers, employees and agents, harmless from any damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract within a period of one year after its acceptance thereof by YAKIMA COUNTY, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

CONTRACTOR:**BOARD OF YAKIMA COUNTY
COMMISSIONERS:**

Company Name

LaDon Linde, Chairman

Signature

Amanda McKinney, Commissioner

Signer's name printed or typed

Kyle Curtis, Commissioner

Attest:

Approved as to form:

Julie Lawrence, Clerk of the Board

Deputy Prosecuting Attorney

Name & Address of Local Office of Agent:

Bond Number

Yakima County Contract Number: _____

APPENDIX A: GENERAL PROVISIONS

Advertisement of IFB: The County will advertise the IFB in the Yakima Herald newspaper and on Purchasing's website at.

Questions and Comments: Written questions and comments must be submitted electronically via the Public Purchase no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. Public Purchase is the only acceptable method for submission of questions. All questions will be answered in writing. The County will distribute questions and answers without identification of the inquirer(s) to all Proposers who are on record as having received this IFB, via Public Purchase. No oral communications can be relied upon for this IFB. Addenda will be issued addressing questions or comments that are determined by the County to cause a change to any part of this IFB.

Communication: Unless otherwise authorized herein, Proposers who are considering submitting a bid in response to this IFB, or who submit a bid in response to this IFB, are prohibited from communicating with County staff about this IFB from the date this IFB is issued until a contract is awarded or an intent to negotiate is signed by the Board of Yakima County Commissioners. This is to ensure objectivity and fairness to all parties seeking to submit a bid in response to the Invitation for Bid.

Individuals with questions should contact Yakima County Purchasing Manager at Raudel.iniguez@co.yakima.wa.us. **Contact with other County staff by a Proposer, directly or through a third-party, regarding this IFB is not permitted during the procurement process and violation of these conditions may be considered sufficient cause for rejection of a Bid and disqualification of the Proposer.**

Commented [SW1]: Very important to include the communication language that I added to the first paragraph on page 12 under section 2. 4. Thank you.

Familiarity with IFB: All Proposers, by submitting bids, agree that they have read and are familiar with the complete terms, conditions and specifications provided in this Invitation for Bid ("IFB"), and will abide by the terms, conditions, and specifications thereof. This IFB is intended to result in a full responsive and comprehensive contract between Yakima County and Proposer.

Exceptions to Bid: All bid materials must clearly and with specificity, detail all deviations to the exact requirements imposed upon the Proposer by these specifications. Such deviations should be stated upon the Bid or appended thereto.

Addition/Deletion: The County reserves the right to add or delete any items from this bid or resulting award(s) when deemed in the best interest of the County.

Acceptance and Rejection: The County reserves the right (i) to reject any or all bids, (ii) to waive irregularities, if any, and (iii) to accept the bid or bids which in the judgment of the County is in the best interest of Yakima County. The County may at its sole discretion decide to reject all bids without awarding a contract.

Submittal Costs: All costs associated with bid development in response to this IFB are the obligation of the Proposer and are not chargeable to the County. All responses and accompanying material will become the property of the County and, therefore, be considered a public record, which is open to review by the public.

Time for Consideration: Each Proposer warrants, by virtue of proposing, the prices quoted in submitted bid will be good and not revocable by the Proposer for an evaluation period of ninety (90) days from the date of bid opening unless otherwise stated. Proposers will not be allowed to modify their bids after the opening date and time.

Right to Publish: Throughout the duration of the procurement process and contract term, Proposers must secure from the County written approval prior to the release of any information that pertains to the potential work or activities covered by the procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of a Proposer's bid or termination of contract.

Right to Waive Irregularities: Yakima County reserves the right to waive irregularities if such a waiver is in the best interest of Yakima County. Yakima County also reserves the right to waive mandatory requirements provided all of the otherwise responsive bids failed to meet the same mandatory requirements and the failure to do so does not otherwise affect the procurement. The right is the sole discretion of Yakima County.

Contract Terms and Conditions: The County reserves the right to add terms to the final contract.

Additional Terms and Conditions: Any additional terms and conditions, which may be the subject of negotiation, will only be discussed between the County and the Proposer and shall not be deemed an opportunity to amend the Proposer's bid. The Proposer may submit with the bid a complete set of any additional terms and conditions, which the Proposer is bidding be included in an agreement negotiated with the County, although the County has the right to reject any such bid.

Insurance: Include proof of the ability to obtain the required insurance, should your firm be awarded a contract. This can be accomplished in the form of a letter from your insurance company assuring that you can obtain a proper certificate of insurance per the limits listed below:

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

Contractor shall provide a Certificate of Insurance to the County as evidence of coverage for each of the policies and outlined herein. A copy of the additional insured endorsement attached to the policy shall be included with the certificate. This Certificate of insurance shall be provided to the County, prior to commencement of work.

Failure of County to demand such verification of coverage with these insurance requirements or failure of County to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Contractor's insurance coverage shall be primary insurance with respect to those who are Additional Insureds under this Contract. Any insurance, self-insurance or insurance pool coverage maintained by the County shall be in excess of the Contractor's insurance and neither the County nor its insurance providers shall contribute to any settlements, defense costs, or other payments made by Contractor's insurance.

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

The following insurance is required:

a. Commercial Liability Insurance

Before this Contract is fully executed by the parties, Contractor shall provide the County with a certificate of insurance and additional insured endorsements as proof of commercial liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit bodily injury and property damage, and Five Million Dollars (\$5,000,000.00) general aggregate. If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the County, its elected and appointed officials, employees, agents, attorneys and volunteers shall be named as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The certificate of insurance and additional insured endorsements shall name the Yakima County, its elected and appointed officials, employees, agents, attorneys and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the County prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington. The requirements contained herein, as well as Yakima County's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract.

b. Automobile Liability Insurance

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

herein, as well as Yakima County's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract. The business auto liability shall include Hired and Non-Owned coverage if necessary.

Indemnification and Hold Harmless:

Contractor shall take all necessary precautions in performing the Services to prevent injury to persons or property. To the fullest extent of the law, the Contractor agrees to release, indemnify, defend, and hold harmless the County, its elected and appointed officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers from all liabilities, losses, damages, and expenses related to all claims, suits, arbitration actions, investigations, and regulatory or other governmental proceedings arising from or in connection with this Agreement or the acts, failures to act, errors or omissions of the Contractor, or any Contractor's agent or subcontractor, in performance of this Agreement, except for claims caused by the County's sole negligence.

Commented [SW2]: The changes in blue to 14 –the indemnification section were suggested by the County's Risk Pool. Thank you.

Inspection and Production of Records:

- a. The records relating to the Services shall, at all times, be subject to inspection by and with the approval of the County, but the making of (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Contract, notwithstanding the County's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Contractor shall provide the County sufficient, safe, and proper facilities, and/or send copies of the bided documents to the County. Contractor's records relating to the Services will be provided to the County upon the County's bid.
- b. Contractor shall promptly furnish the County with such information and records which are related to the Services of this Contract as may be bided by the County. Until the expiration of six years after final payment of the compensation payable under this Contract, or for a longer period if required by law or by the Washington Secretary of State's record retention schedule, Contractor shall retain and provide the County access to (and the County shall have the right to examine, audit and copy) all of Contractor's books, documents, papers and records which are related to the Services performed by Contractor under this Contract.
- c. All records relating to Contractor's services under this Contract must be made available to the County, and the records relating to the Services are Yakima County records. They must be produced to third parties, if required pursuant to the Washington State Public Records Act, Chapter 42.56 RCW, or by any other law. All records relating to Contractor's services under this Contract must be retained by Contractor for the minimum period of time required pursuant to the Washington Secretary of State's records retention schedule.
- d. The terms of this section shall survive any expiration or termination of this Contract.

Licenses: Contractor shall have a valid and current business license as required by 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) 575-6126 or email codes@yakimawa.gov.

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.

Public Disclosure: Submittals received by the County in response to this solicitation become public records and are subject to Chapter 42.56 RCW, the Public Records Act. If bided, the documents will be released as required by law.

Federal Suspension and Debarment Certification: Federal Executive Order 12549 prohibits federal, state, and local public agencies receiving grant funding from contracting with individuals, organizations, or companies who have been excluded from participating in federal contracts or grants.

The purpose of this certification is for the Proposer to advise the County, in writing, of any current Federal Suspension and Debarment.

Debarment Certification: By signing and submitting a response to this competitive solicitation, I certify that this firm and its principals are not currently suspended or debarred by any Federal Department or Agency from participating in Federal Funded Contracts.

Non-discrimination: The Contractor shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, gender identity, pregnancy, veteran's status, political affiliation or belief, or the presence of any sensory, mental or physical disability in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq.).

Commented [SW3]: I needed to bolster this section significantly in order to comply with the laws of the State of Washington. Thanks, Stefanie

Commented [SW4R3]: Done

GENERAL/SPECIAL TERMS AND CONDITIONS

The County intends to incorporate the following General Terms and Conditions into any contract negotiated as a result of this IFB. Failure of the successful Contractor to accept these terms and conditions in a contractual agreement may result in cancellation of the award.

Provision of Services: The Contractor shall provide the services set forth herein with all due skill, care, and diligence, in accordance with accepted industry practices, standards and legal requirements, and to the County's satisfaction; the County decision in that regard shall be final and conclusive. The County may inspect, observe and examine the performance of the services performed on the County premises at any time. The County may inspect, observe and examine the performance of Contractor's services at reasonable times, without notice, at any other premises.

If the County notifies the Contractor that any part of the services rendered are inadequate or in any way differ from the Contract requirements for any reason, other than as a result of the County's default or negligence, the Contractor shall, at its own expense, reschedule and perform the services correctly within such reasonable time as the County specifies. This remedy shall be in addition to any other remedies available to the County by law or in equity.

The Contractor shall be solely responsible for controlling the manner and means by which it and its Contracted Personnel or its subcontractors perform the services, and the Contractor shall observe, abide by, and perform all of its obligations in accordance with all legal requirements and County work rules.

Contractor Compliance and Responsibility for Actions: The Contractor shall at all times comply with and observe all federal, state and local laws, ordinances, and regulations that are in effect during the term of this Contract that may affect the Contractor's work or obligations hereunder.

The Contractor shall be solely responsible for its actions and those of its agents, employees, or subcontractors under this Contract, and neither the Contractor nor any of the foregoing parties has authority to act or speak on behalf of the County.

The Contractor shall:

- a. Perform those tasks and deliver the services identified in this IFB and its response thereto.
- b. Comply with all security and safety regulations in effect.
- c. Assign, as needed, qualified personnel, agents or representatives to assist in fulfilling its performance under the Contract.
- d. Appoint a Project Manager (the "Project Manager") for liaison and consultation with the County. The Project Manager shall have authority to make managerial and technical decisions concerning the services deliverable under the Contract.
- e. Correct any errors in the services found by the County or the Contractor.
- f. Perform work assignments at alternate locations as the need arises. These situations may include, but are not limited to, a pandemic, natural disaster or closings of County buildings. Under such circumstances, the County shall be required to promptly contact the Contracted Personnel involved and provide the details of the communication and instructions in a timely manner.

Deviations and Exceptions: Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the proposer's letterhead, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and the proposers shall be held liable.

Acceptance-Rejection: The County reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted, and to accept any part of a bid as deemed to be in the best interests of the County.

Bids MUST be received on or before the date and time that the bid is due.

Public Records Access: Bid openings are open to the public.

It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public.

Proposers are advised that responses are subject to the Washington (Public Records) Open Records Law (RCW 42.56). Upon receipt, the bids and associated materials shall be open for review by the public in accordance with Washington Open Records Law. By submitting a bid, the proposing firm acknowledges and accepts that the full contents of the bid and associated documents shall become open to public inspection.

Washington State Public Disclosure Act (RCW 42.56 et seq.) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged. All documents submitted in relation to this Specification shall be considered public records and, with limited exceptions, will be made available for inspection and copying by the public. It is the intent of the County (County) to post all IFB responses online and available to the public after the contract is signed.

PROPRIETARY OR CONFIDENTIAL DESIGN INFORMATION

Any restrictions on the use of data contained within a bid, must be clearly stated in the bid itself. Proprietary information submitted in response to a bid will be handled in accordance with applicable County procurement regulations and the Washington State Public Disclosure Act (RCW 42.56 et seq.). Proprietary restrictions normally are not accepted. However, when accepted, it is the Proposer's responsibility to defend the determination in the event of an appeal or litigation.

Unless otherwise noted, data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the County and thus open to public disclosure.

If the Proposer considers any submittal document to be protected from disclosure under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Proposer shall also submit an index with its submittal identifying the affected page number(s) and location(s) of all such identified material. **Marking the entire submittal as "confidential" or "proprietary" is not acceptable and is grounds to reject such submittal.** In addition, the required electronic copy shall have any perceived confidential materials segregated into a separate electronic file, as the main IFB bid response may be automatically released upon contract signing without notification.

If a bid is made for disclosure of such identified documents or portions thereof, the County will determine whether the material is exempt from public disclosure. The Proposer's position will not control as in Washington State, RCW 42.56 is a broadly construed mandate in favor of disclosure. At all times, the County will follow the laws.

DEFINITIONS

The following definitions of terms shall apply, unless otherwise indicated:

"Buyer" means the contact person listed on page 2 of this document.

"Contract" means written agreement between the "County" and the "Contractor" (or "Successful Proposer") that covers the delivery of work to be performed subsequent to this IFB.

"Contract Manager" means the individual in the Yakima County Purchasing Division (Buyer) responsible for managing this IFB and subsequent contractual issues.

"Contractor" means a proposer that is awarded a Contract under this IFB and its employees or other personnel (including officers, agents and subcontractors) provided by the Contractor to perform work under this Contract.

"County" means Yakima County, Washington, and more specifically Yakima County District Court and Contracted Municipal Courts and Probation Services.

"Project Manager" means the individual in Yakima County Departments/Divisions and/or an assigned individual from the Contractor responsible for administering day-to-day operational matters of the Contract.

“Bid” means the complete response of a proposer submitted on the approved forms and setting forth the proposer’s prices for providing the services described in the IFB.

“Proposer” means any individual, company, corporation, or other entity that responds to this IFB.

“IFB” means Invitation for Bid.

“SOW” means Statement of Work.

“Subcontractor” means any entity that enters into any agreement with the Contractor to fulfill the requirements and performance obligations of the Contract.