



THIS IS NOT AN ORDER
All prices quoted shall be F.O.B.
Destination, Freight Prepaid and Allowed

All responses & inquiries must be plainly marked with this

**REQUEST FOR QUOTATION
6000038658**

Return Bids By 11:00 AM, 11/19/2014 to:

Joseph J Parris
 Purch Ass't JP
 TPU Administration Building North
 3628 S. 35th St.
 Tacoma WA 98409
 Ph. 253-502-8103
 Fax.253-502-8372

Material will ship to:

Generation
 Tacoma Power
 3628 S 35th Street
 Tacoma WA 98409

RFQ Information	
Collective Bid #	PG14-0653N
Bid Issue Date	11/12/2014
Vendor Number	109226 WEB VENDOR FOR RFQ
Vendor Information (vendor to complete)	
Firm Name:	
Address:	
City/State/Zip	/ /
Phone/Fax	/
E-Mail	
Contact Name	
Payment Terms	%, days (e.g. 2% 10,N30)
Tacoma Bus. Lic. #	
Taxpayer ID #	
SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS BID	
x _____	DATE: ___ / ___ / _____
NAME :	_____
TITLE :	_____

Item #	Material# Description	Delivery Date	QTY	UM	Net Price	Total
	<p>The City of Tacoma is soliciting bids for regularly scheduled comprehensive maintenance services and full coverage repair and replacement of components due to normal wear for ThyssenKrupp ISIS Generation II Elevator located in the Tacoma Public Utilities Administrative Building South for a three year period.</p> <p>For <u>TECHNICAL QUESTIONS</u> please contact Terry Coggins at 253-502-8310</p> <p>Upon award, vendor will be required to provide and keep current insurance coverage per City of Tacoma requirements.</p> <p>Labor provided under this contract/purchase order is subject to state prevailing wage requirements.</p> <p>Electronic bid submittals will not be accepted. Submittals may be mailed to the address on the RFQ or faxed to 253-502-8372.</p> <p>Responses must be submitted on the provided City of Tacoma bid solicitation form. Vendor signature is mandatory.</p>					



CITY OF TACOMA

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REQUEST FOR QUOTATION 6000038658

Item #	Material# Description	Delivery Date	QTY	UM	Net Price	Total
10	<p>Any bidder may be notified to clarify their bid proposals. This action shall not be construed as negotiations or an indication of intentions to award. The bidder must be able to provide the information within two (2) business days.</p> <p>Elevator Maintenance Services Monthly charge for the following:</p> <ul style="list-style-type: none"> - PM Services - Full Coverage Parts, Repair and Replacement - Testing Services - Documented Maintenance Control Program <p><u>Bidders utilizing a service/maintenance agreement must include a copy with their submittal. The City of Tacoma reserves the right to accept/reject any or all terms of the maintenance agreement.</u></p>		36	MON		
20	<p>Service Calls Billing Rate Billing rate for service calls due to items not covered by agreement.</p>		80.0	HR		
30	<p>Material Mark-Up (Cost plus Percent) For replacement parts on items not covered by agreement.</p> <p>(Example: Should the contractor bid 15% markup, the proposal should read \$10,000 x 1.15 = \$11,500)</p>		10,000	%		

Net Value	\$
Plus Tax at	\$
_____ %	\$
Total Amount	\$

Specification No. PG14-0653N
ThyssenKrupp ISIS Generation II Elevator Maintenance

1. Qualifications

The Contractor must have experience that verifies ability to successfully service a ThyssenKrupp ISIS Generation II elevator, and will only use licensed and certified technicians with expertise to complete required services on said equipment.

2. PM Services

PM services, including examination, lubrication and adjustment will be performed on a regularly scheduled basis on the following components of the elevator system:

- Control and landing positioning systems
- Signal fixtures
- Machines, drives, motors, governors, sheaves, and ropes
- Power units, pumps, valves, and jacks
- Car and hoistway door operating devices and door protection equipment
- Loadweighers, car frames and platforms, and counterweights
- Safety mechanisms

The Contractor will perform the following PM services:

- Examine elevator equipment for optimum operation.
- Lubricate equipment for smooth and efficient performance.
- Adjust elevator parts and components to maximize performance and safe operation.
- Relamp all signals as required.

3. Full Coverage Parts Repair and Replacement

The Contractor will provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in the Contractor's terms and conditions. The Contractor will maintain a comprehensive parts inventory to support the ThyssenKrupp ISIS Generation II elevator.

4. Testing Services

The Contractor will test equipment in accordance with annual periodic testing requirements (Category One) as outlined in ANSI A 17.1, which are in effect at the time an agreement is executed. Or if different than ANSI A 17.1, in accordance with such annual periodic testing requirements as provided in the prevailing elevator and escalator code adopted by the State of Washington and/or the City of Tacoma, and which are in effect at the time an agreement is executed.

NOTE: Five-year safety load testing (Category Five) is not included in the scope of work for this agreement.

5. Maintenance Control Program

The Contractor will maintain a written Maintenance Control Program at the elevator controller that provides proof that equipment is maintained, repaired, and tested, at a minimum, in compliance with the requirements of WAC-296-96 and ASME A 17.1-8.6.

6. Service Calls

The Contractor will dispatch a qualified technician for service upon request for equipment failures, minor adjustments, and response to emergency entrapments outside of regularly scheduled maintenance visits at no additional charge.

If it is determined that failure is caused by vandalism, or elevator components not covered under this agreement, labor and materials for the repair shall be billed at the Contractor's standard billing rates per this agreement.



INSURANCE CERTIFICATE REQUIREMENTS

Please furnish the Purchasing Division with a Certificate of Insurance with the following liability limits based on the contract amount:

Table with 2 columns: CONTRACT AMOUNT and LIABILITY LIMITS. Rows include: \$ 25,000 and Under (\$ 500,000 Combined Single Limit), \$500,000 and Under (\$1,000,000 Per Occurrence / \$2,000,000 Aggregate), Over \$500,000 (\$5,000,000 Total Coverage)

- A. Umbrella excess liability may be used to reach the limits stated above. Coverage must include: 1. Comprehensive General Liability, 2. Automobile Liability - Hired and Non-Owned, 3. Contractual Coverage, 4. Broad Form Property Damage, 5. Underground Explosion and Collapse Hazard (if necessary by the nature of the work), 6. Any additional coverage specifically required by the City's specification
B. The following general requirements apply: 1. Insurance carrier must be authorized to do business in the State of Washington, 2. Coverage must include personal injury, protective and employer liability, 3. Contractor must provide with the certificate (a) evidence of the amount of any deductible or self-insured retention under the policy, and (b) policy endorsement(s) that verify compliance with the additional insured and the primary/non-contributory requirements specified in Section C. 1 and C. 2. below, 4. It is the contractor's responsibility to keep an up-to-date Certificate of Insurance on file with the City throughout the contract, 5. Contractor's insurance must be primary and non-contributory over any insurance the City may maintain, that is, any such City insurance shall be excess to limits stated in the certificate.
C. The following statements are required on the Certificate of Insurance: 1. 'The City of Tacoma is named as an additional insured' ('as respects a specific contract' or 'for any and all work performed with the City' may be included in this statement), 2. 'This insurance is primary and non-contributory over any insurance or self-insurance the City may have' ('as respects a specific contract' or 'for any and all work performed with the City' may be included in this statement), 3. 'Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named.' Language such as, 'endeavor to' mail and 'but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative' is not acceptable and must be crossed out. See example below.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
The below listed certificated holder is added as an additional insured as respects any and all work performed with the City (or as respects project _____). This insurance is primary over any insurance or self-insurance the City may have for any and all work performed with the City (or as respects project _____).

Table with 2 columns: CERTIFICATE HOLDER and CANCELLATION. Row 1: CITY OF TACOMA, PO BOX 11007, TACOMA WA 98411-0007; 'Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the company, its agents or representatives.'

PREVAILING WAGE RATES

FOR

PIERCE COUNTY

Effective date November 19, 2014

See Department of Labor and Industries URL link
<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

PREVAILING WAGE RATES

FOR

PIERCE COUNTY

APPRENTICES

Effective date November 19, 2014

See Department of Labor and Industries URL link
<https://fortress.wa.gov/lni/wagelookup/ApprenticeWageLookup.aspx>



STATEMENT OF INTENT TO PAY PREVAILING WAGES

Public Works Contract

\$40.00 Filing Fee Required

Intent ID # (Assigned by L&I) _____

- This form must be typed or printed in ink.
- Fill in all blanks or form will be returned for correction ([see back](#)).
- Please allow a minimum of 10 working days for processing.
- Once approved, your form will be posted online at the website above.

APPROVED FORM WILL BE MAILED TO THIS ADDRESS ↓

Contractor, company or agency name, address, city, state & ZIP+4

Project Name		Contract Number	
Contract Awarding Agency (public agency - not federal or private)			
Awarding Agency Address			
City		State	ZIP+4
Awarding Agency Project Contact Person			Phone Number
County where work will be performed		City where work will be performed	
Bid due date (mm/dd/yy)		Date contract awarded (mm/dd/yy)	
Prime Contractor (has contract with the public agency)		Prime's Phone Number	
Prime's Contractor Registration Number		Prime's UBI Number	
Number of Owner/Operators that own at least 30% of the company who will perform work on the project: _____		Will all work be subcontracted?	
Will employees perform work on this project? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", please list worker's craft/trade/occupation below. (If you choose "No" and this changes later, you certify that you will submit a new form listing workers.)		Do you intend to use subcontractors?	
Expected job start date (mm/dd/yy)		Do you intend to use apprentice employees?	
Craft/trade/occupation. (Do NOT list apprentices.) When using employees in more than one craft, each craft transition must be accurately recorded on the time sheet.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Estimated number of workers	Rate of hourly pay
			Rate of hourly fringe benefits
<h1>SAMPLE ONLY</h1>			

Company Name	
Address	
City	State ZIP+4
Contractor Registration Number	UBI Number
Industrial Insurance Account Number	
Email Address	Phone Number
For L&I Use Only	
APPROVED:	Department of Labor and Industries
By _____	Industrial Statistician

Indicate total dollar amount of your contract (including Sales Tax) or time and materials, if applicable.	\$ _____
I hereby certify that the information, including any addendums, is correct and that all workers I employ on this Public Works Project will be paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries.	
Title	Signature

For L&I Use Only	
Check Number: _____	<input type="checkbox"/> \$40 or \$ _____
Issued By: _____	

INSTRUCTIONS TO COMPLETE THE
STATEMENT OF INTENT TO PAY PREVAILING WAGES

Starting in the upper right hand corner of the form:

***Required Fields**

***Project Name:** This is the name given to the prime contractor by the awarding agency.

***Contract #:** This is the number of the contract assigned by the awarding agency to the prime contractor.

***Contract Awarding Agency:** This is the name of the public agency that awarded the contract.

Address, City, State, ZIP +4: This is the address of the contract awarding agency.

Awarding Agency Project Contact Person & Phone #: This is the contact at the awarding agency for this project.

***Approved form will be mailed to this address:** You need to find out where the form should be mailed from the Prime Contractor or the Awarding agency.

***County where work will be performed:** This is the county in which the actual work was performed.

City where work will be performed: This is the city in which the work was performed. If the work was performed outside the limits of any city, write "N/A" in this space

***Bid Due Date:** This is the date that the prime contractor turned in their bid to the awarding agency. (month/day/year)

***Date Contract Awarded** – This is the date the contract was awarded to the prime contractor by the awarding agency. (month/day/year)

***Prime Contractor, Contractor Registration #, UBI#, and Phone #:** These are all the prime's information and need to be listed on the form. **Please note: this may not be the contractor who hired you – this is the general contractor who has the contract with the awarding agency.**

***Number of Owner/Operators that Performed Work on the Project that Own 30% or More of the Company:** Only list them if they performed work – if there were none then put zero.

***Will Employees Perform Work on this Project:** Need to circle yes or no. If yes then you need to list the trades and occupations otherwise, if no, then you do not have to put anything.

***Will all Work be Subcontracted:** If all work was performed by subcontractors, check the appropriate box.

***Do you intend to use subcontractors:** If part of the work was performed by subcontractors, check the appropriate box.

***Expected Job Start Date:** This is the date that you begin work on the project.

***Do you intend to use apprentices:** Please note that apprentices are considered employees.

***Craft/trade occupation** – List each craft/trade/occupation of workers employed on this project. If this is residential, landscape, or underground sewer and water construction, please state so on the form. If operating engineers and/or truck drivers were used, describe the type, and list the size or rated capacity of the equipment. If you indicated owners/partners in the question above and you also indicated no employees then just put N/A in this section. (Individuals who own less than 30% of the company are not considered to be owners/operators, and must be paid prevailing wage.)

***Estimated Number of Workers:** List the number of journey-level workers employed for each craft/trade/occupation on this project. This cannot be a range (i.e. 1-2 or 2-4, etc.)

***Rate of Hourly Pay:** Enter the rate of hourly pay for each craft/trade/occupation. Enter the rate of hourly pay as defined by RCW 39.12.010, that you actually provided to the workers. The amount listed for "Rate of Hourly Pay" plus the amount listed for the "Rate of Hourly Fringe Benefits", if any, must equal or exceed the Prevailing Wage rate.

***Rate of Hourly Fringe Benefits:** Enter the rate of hourly fringe benefits. This is the cost of fringe benefits, as defined by RCW 39.12.010, that you actually paid to the workers. The amount listed for "Rate of Hourly Pay" plus the amount listed for "Rate of Hourly Fringe Benefits", if any, must equal or exceed the prevailing rate of wage.

***Indicate total dollar amount of your contract or time and materials if applicable:** Time and material is allowed on the Statement of Intent of Pay Prevailing Wages but will not be on the Affidavit to Pay Prevailing Wages.

***Company Name:** Indicate your company's name, address, phone number, and the signature of an authorized company representative with date signed. (Contractor registration number begins with the first letters of company name).

If there is not enough space to list all required information on one form, use additional Intent forms as needed. Please indicate at the top of each form "Page 1 of 2", "Page 2 of 2", etc. No additional fee is required. No other attachments will be accepted.

Approval of this Intent will be based on the information provided by the contractor/subcontractor. It does not signify approval of the classifications of labor used by the contractor/subcontractor.

L&I will mail the approved white copy of this Intent to the organization provided on the front of this form. Make a copy for your records.

Prevailing wage rates are available on the Internet at <http://www.lni.wa.gov/TradesLicensing/PrevWage>

Please submit both copies (white and canary) and the \$40 filing fee to:

**Management Services
Dept. of Labor and Industries
PO Box 44835
Olympia, WA 98504-4835
(360) 902-5335**



AFFIDAVIT OF WAGES PAID

Public Works Contract

\$40.00 Filing Fee Required

Affidavit ID # (Assigned by L&I) _____

- This form must be typed or printed in ink.
- Fill in all blanks or form will be returned for correction (see back).
- Please allow a minimum of 10 working days for processing.
- Once approved, your form will be posted online at the website above.

APPROVED FORM WILL BE MAILED TO THIS ADDRESS

Contractor, company or agency name, address, city, state & ZIP+4

Project Name		Contract Number	
Contract Awarding Agency (public agency - not federal or private)			
Awarding Agency Address			
City		State	ZIP+4
Awarding Agency Project Contact Person			Phone Number
County where work was performed		City where work was performed	
Bid due date (mm/dd/yy)		Date contract awarded (mm/dd/yy)	
Date work completed (mm/dd/yy)		Date Intent filed (mm/dd/yy)	
Prime Contractor (has contract with the public agency)		Prime's Phone Number	
Prime's Contractor Registration Number		Prime's UBI Number	
Number of Owner/Operators that own at least 30% of the company who will perform work on the project: _____			
Did Employees Perform Work on this Project? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", please list worker's craft/trade/occupation below.			
Was all work subcontracted?		Did you use subcontractors?	
<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Responding "Yes" to either of the above questions will require that you fill out Addendum B, List of Next Tier Subcontractors .			
Job start date (mm/dd/yy)			

Prime Contractor (has contract with the public agency) Prime's Phone Number

Prime's Contractor Registration Number Prime's UBI Number

Number of Owner/Operators that own at least 30% of the company who will perform work on the project: _____

Did Employees Perform Work on this Project? Yes No If "Yes", please list worker's craft/trade/occupation below.

Craft/trade/occupation and apprentices. (For apprentices, give name, registration #, trade, dates of work on project, stage of progression, wage and fringe.)

Number of workers	Total # of hours worked – ea. trade	Rate of hourly pay	Rate of hourly fringe benefits

SAMPLE ONLY

Company Name	
Address	
City	State ZIP+4
Contractor Registration Number	UBI Number
Industrial Insurance Account Number	
Email address	Phone Number
For L&I Use Only	
APPROVED:	Department of Labor and Industries
By _____	Industrial Statistician

Indicate total dollar amount of your contract (including Sales Tax.)	\$
I hereby certify that the information, including any addendums, is correct and that all workers I employed on this Public Works Project were paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries.	
Title	Signature

For L&I Use Only	
Check Number: _____	<input type="checkbox"/> \$40 or \$ _____
Issued By: _____	

INSTRUCTIONS TO COMPLETE THE
AFFIDAVIT OF WAGES PAID

Starting in the upper right hand corner of the form:

***Required Fields**

- *Project Name:** This is the name given to the prime contractor by the awarding agency.
- *Contract #:** This is the number of the contract assigned by the awarding agency to the prime contractor.
- *Contract Awarding Agency:** This is the name of the public agency that awarded the contract.
- Address, City, State, ZIP +4:** This is the address of the contract awarding agency.
- Awarding Agency Project Contact Person & Phone #:** This is the contact at the awarding agency for this project.
- *Approved form will be mailed to this address:** You need to find out where the form should be mailed from the Prime Contractor or the Awarding agency.
- *County where work was performed:** This is the county in which the actual work was performed.
- City where work was performed:** This is the city in which the work was performed. If the work was performed outside the limits of any city, write "N/A" in this space
- *Bid Due Date:** This the date that the prime contractor turned in their bid to the awarding agency. (month/day/year)
- *Date Contract Awarded –** This is the date the contract was awarded to the prime contractor by the awarding agency. (month/day/year)
- *Prime Contractor, Contractor Registration #, UBI#, and Phone #:** These are all the prime's information and need to be listed on the form.
Please note: this may not be the contractor who hired you – this is the general contractor who has the contract with the awarding agency.
- *Date Work Completed:** This is the date you completed work on the project. You cannot have a date in the future.
- *Date Intent Filed:** This is the date you filed your intent with the Department. An affidavit cannot be approved without the Statement of Intent to Pay Prevailing Wages being filed.
- *Intent ID #:** This can be found at the top of the form and is five numbers long.
- *Number of Owner/Operators that Performed Work on the Project that Own 30% or More of the Company:** Only list them if they performed work – if there were none then put zero.
- *Did Employees Perform Work on this Project:** Need to circle yes or no. If yes then you need to list the trades and occupations otherwise, if no, then you do not have to put anything.
- *Was all Work Subcontracted?:** If all work was performed by subcontractors, check the appropriate box.
- *Did you use subcontractors?:** If part of the work was performed by subcontractors, check the appropriate box.
- *Job Start Date:** This is the date that you begin work on the project.
- *Craft/trade occupation –** List each craft/trade/occupation of workers employed on this project. If this is residential, landscape, or underground sewer and water construction, please state so on the form. If operating engineers and/or truck drivers were used, describe the type, and list the size or rated capacity of the equipment. If you indicated owners/partners in the question above and you also indicated no employees then you do not need to fill in this section. (Individuals who own less than 30% of the company are not considered to be owners/operators, and must be paid prevailing wage.) Use Attachment A for additional occupations that will not fit on this form.
- *Number of Workers:** List the number of journey-level workers employed for each craft/trade/occupation on this project.
- *Total Number of Hours Worked:** List the total number of hours worked for each craft/trade/occupation.
- *Rate of Hourly Pay:** Enter the rate of hourly pay for each craft/trade/occupation. Enter the rate of hourly pay as defined by RCW 39.12.010, that you actually provided to the workers. The amount listed for "Rate of Hourly Pay" plus the amount listed for the "Rate of Hourly Fringe Benefits", if any, must equal or exceed the Prevailing Wage rate.
- *Rate of Hourly Fringe Benefits:** Enter the rate of hourly fringe benefits. This is the cost of fringe benefits, as defined by RCW 39.12.010, that you actually paid to the workers. The amount listed for "Rate of Hourly Pay" plus the amount listed for "Rate of Hourly Fringe Benefits", if any, must equal or exceed the prevailing rate of wage.
- Apprentices:** If apprentices were employed on this project, list each by name, registration number, craft, stage of progression, beginning and ending dates of work performed on this project, and rate of hourly pay and fringe benefits. Any workers not registered with the Washington State Apprenticeship and Training Council must be paid prevailing journeyman wages. Any apprentice not registered with the Washington State Apprenticeship and Training Council within 60 days of hiring must be paid prevailing journeyman wages for the time preceding the date of registration. To verify apprenticeship registration and status, call (360) 902-5324.
- *Indicate total dollar amount of your contract:** Including sales tax (No Time & Material allowed)
- *Company Name:** Indicate your company's name, address, phone number, and the signature of an authorized company representative with date signed. (Contractor registration number begins with the first letters of company name).

If there is not enough space to list all required information on one form, use additional Intent forms as needed. Please indicate at the top of each form "Page 1 of 2", "Page 2 of 2", etc. No additional fee is required. No other attachments will be accepted.

Approval of this Affidavit will be based on the information provided by the contractor/subcontractor. It does not signify approval of the classifications of labor used by the contractor/subcontractor.

L&I will mail the approved white copy of this Affidavit to the organization provided on the front of this form. Make a copy for your records.

Prevailing wage rates are available on the Internet at <http://www.lni.wa.gov/TradesLicensing/PrevWage>

Please submit both copies (white and canary) and the \$40 filing fee to:

**Management Services
Dept. of Labor and Industries
PO Box 44835
Olympia, WA 98504-4835
(360) 902-5335**

**CITY OF TACOMA
STANDARD TERMS AND CONDITIONS
SECTION 1 – SOLICITATION**

THE FOLLOWING TERMS AND CONDITIONS ARE PART OF THIS SPECIFICATION AND ARE BINDING ON ALL RESPONDENTS SUBMITTING RESPONSES TO REQUESTS FOR BIDS, PROPOSALS, QUALIFICATIONS AND INFORMATION.

1.01 DELIVERY OF SUBMITTALS TO THE CITY'S PURCHASING DIVISION

Submittal packages must be received by the City's Purchasing Division, Tacoma Public Utilities Administration Building, Main Floor, 3628 South 35th Street, Tacoma, WA 98409-3115, prior to the scheduled time and date stated in the solicitation announcement. ~~Each submittal, intact and bound, shall be completely sealed, with the name of the submitting party (hereinafter "Respondent"), the specification number and title clearly marked on the exterior of the package.~~ City offices are not open for special mail or other deliveries on weekends and City holidays.

Submittals may be delivered to the City by mail or in person; however, **the Respondent is solely responsible for timely delivery of its submittal to the Purchasing Division.**

~~Facsimile (fax) copies of submittals for requests for sealed bids, requests for proposals, requests for qualifications and requests for information will not be accepted at any City fax machine.~~

~~Submittals received after the time stated in the solicitation announcement will not be accepted and will be returned, unopened, to the Respondent.~~

For purposes of determining whether a submittal has been timely received, the City's Purchasing Division may rely on Universal Coordinated Time from the National Bureau of Standards as reported by <http://www.greenwichmeantime.com/>

1.02 WITHDRAWAL OF SUBMITTALS

A. Prior to Submittal Deadline (Bid Opening)

Submittals may be withdrawn prior to the scheduled submittal deadline by providing written notice to the City's Purchasing Division. The notice may be submitted in person or by mail; however, it must be received by the City's Purchasing Division prior to the submittal deadline.

B. After Submittal Deadline

No submittal can be withdrawn after having been opened as set forth in the solicitation announcement, and before the actual award of the contract, unless the award is delayed more than 60 calendar days beyond the date of opening. If a delay of more than 60 calendar days does occur, the Respondent must submit written notice to the purchasing manager that Respondent is withdrawing its submittal.

1.03 SUBMITTAL IS NON-COLLUSIVE

The Respondent acknowledges that by its delivery of a submittal to the City in response to this solicitation it represents that the prices in such submittal are neither directly nor indirectly the result of any formal or informal agreement with another Respondent.

~~**1.04 OPENING AND ACCEPTANCE OF SUBMITTALS**~~

~~Submittals, unless previously withdrawn, will be read aloud, irrespective of any irregularities or informalities in such submittal, at the time and place specified in the solicitation announcement.~~

All submittals must remain open for acceptance by the City for a period of at least 60 calendar days from the date of opening.

1.05 RIGHT TO REJECT

The City of Tacoma reserves the right to reject any and all submittals, waive minor deviations or informalities, and if necessary, call for new submittals.

A. Requests for Proposals (RFP)

~~By submitting a proposal in response to a City RFP, the Respondent acknowledges and consents to the below City rights and conditions. With regard to this procurement process, the City reserves, holds~~

~~without limitation, and may exercise, at its sole discretion, the following rights and conditions:~~

- ~~1. To terminate the procurement process or decide not to award a contract as a result thereof by written notice to the Respondents for any reason whatsoever.~~
- ~~2. To waive any defect, technicality, or any other minor informality or irregularity in any submittal, or any other response from Respondents.~~
- ~~3. To make minor or major changes or alterations to the evaluation, selection and/or performance schedule(s) for any events associated with this procurement process upon notice to the Respondents.~~
- ~~4. To supplement, amend or otherwise modify the RFP specifications, at any time upon prior notice to Respondents, including but not limited to modifications to the description of services and/or products contained in the RFP, by omitting services/products and/or including services/products not currently contemplated therein.~~
- ~~5. To request clarifications, additional information, and/or revised submittals from one or more Respondents.~~
- ~~6. To conduct investigations with respect to the qualifications and experience information for each Respondent included in a submittal and to request additional evidence to support any such information.~~
- ~~7. To eliminate any Respondent that submits an incomplete or inadequate response, or is non-responsive to the requirements of the RFP specifications, or is otherwise deemed to be unqualified during any stage of the procurement process.~~
- ~~8. To select and interview a single finalist or multiple finalists for the purpose of promoting the City's evaluation of submittals provided in response to the RFP specifications. The City may, in its sole and exclusive discretion as to what is in the City's best interest, elect not to conduct interviews of any or all respondents in connection with this RFP process.~~
- ~~9. To discontinue contract negotiations with a selected Respondent and commence such negotiations with another respondent, except as otherwise provided in Chap. 39.80, RCW.~~
- ~~10. To select and enter into a contract with one or more Respondents whose submittal best satisfies the interests of the City and is most responsive, in the sole judgment of the City, to the requirements of the RFP specifications.~~
- ~~11. To take any other action affecting the RFP specifications or the procurement process that is determined to be in the City's best interests.~~
- ~~12. In the event the City receives questions concerning RFP specifications from one or more Respondents prior to the deadline for response, the City reserves the right to provide such questions, and the City's responses, if any, to all Respondents.~~
- ~~13. Neither the City, its officials, staff, agents, employees, representatives, nor consultants will be liable for any claims or damages resulting from any aspect of this procurement process.~~

1.06 EVALUATION OF SUBMITTALS

The City of Tacoma reserves the right to award to the lowest and best responsible Respondent(s) delivering a submittal in compliance with the specification documents, provided such submittals are reasonable and are in the best interest of the City to accept. The City may use a number of criteria for determining award, including evaluation factors set forth in Municipal Code Section 1.06.262. Respondents who are inexperienced or who fail to properly perform other contracts may have their submittal rejected for such cause.

A. Evaluation Factors

In addition to the factors set forth in Municipal Code Section 1.06.262, the following may be used by the City in determining the lowest and best responsible submittal:

1. Compliance with the Specification and with applicable City requirements, including by not limited to, the City's Ethics Code and its Small Business Enterprise and Local Employment and Apprenticeship programs.
2. Submittal prices, listed separately if requested, as well as a lump sum total (if the unit price does not compute to the extended total price, the unit price shall govern).
3. Time of delivery and/or completion of performance (delivery date(s) offered).
4. Warranty terms.
5. Quality of performance of previous contracts or services, including safety requirements and past compliance with the City's Ethics Code.
6. Previous and existing compliance with laws and ordinances relating to contracts or services.
7. Sufficiency of financial resources.
8. Quality, availability and adaptability of the supplies or services to the particular use required.
9. Ability to provide future maintenance and service on a timely basis.
10. Location of nearest factory authorized warranty repair facility or parts dealership.
11. Ability, capacity, experience, stability, reputation, integrity, character, judgment, technical qualifications and skill to perform the contract or provide the services required.

All other elements or factors, whether or not specifically provided for in this Specification, which would affect the final cost to, and the benefits to be derived by, the City, may be considered in determining the award of the contract. The final award decision will be based on the best interests of the City.

B. Cash Discount

Payment discount periods of 20 calendar days or more, if offered in the submittal, will be considered in determining the apparent lowest responsible submittal. Discounts will be analyzed in context of their overall cumulative effect.

1.07 COMPLETION OF CITY FORMS

All submittals must be completed in ink or typewritten using the forms included with this Specification, and submitted exactly as specified.

City forms requiring signature must be signed in ink by an authorized officer, employee or agent of the Respondent.

Prices must be stated in figures. Corrections shall be initialed in ink by the person signing the submittal. Prices having erasures or interlineations (cross outs) will not be accepted unless initialed in ink by the Respondent.

1.08 CORRECTION OF AMBIGUITIES AND OBVIOUS ERRORS

The City reserves the right to correct obvious errors in the Respondent's submittal. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

1.09 CLARIFICATION OF SPECIFICATION

Questions regarding this Specification and/or any included terms, conditions, forms, plans or drawings are to be submitted in writing to the City staff person identified as the contact for this Specification. All requests for interpretation must be received by the City no later than five business days prior to the opening date. Any interpretation of this Specification will be made by addendum duly issued and posted to the Purchasing website at www.TacomaPurchasing.org. Such addendum must be acknowledged in the submittal. The City of Tacoma will not be responsible for any other explanation or interpretation of the specification documents.

1.10 ALTERATIONS NOT ALLOWED

Except as otherwise specifically provided in the specification documents, submittals that are incomplete or conditioned in any way, contain erasures, alternatives or items not called for, or not in conformity with law, may be rejected as being non-responsive. Any attempt to condition the submittal by inserting exceptions to the Specification or any conditions, qualifications or additions that vary its terms may result in rejection of the

submittal. The City cannot legally accept any submittal containing a material deviation from the Specifications.

1.11 INSERTION OF MATERIAL CONFLICTING WITH SPECIFICATIONS

Only material inserted by the Respondent to meet requirements of the specification documents will be considered. Any other material inserted by the Respondent will be disregarded by the City of Tacoma as being non-responsive and may be grounds for rejection of the submittal.

1.12 FIRM PRICES/ESCALATION

Except as specifically allowed elsewhere in the specification documents, only firm prices will be accepted.

1.13 SHIPPING

Prices must be quoted FOB destination (the place of destination as defined in RCW 62A.2-319, as that statute may hereafter be amended), with freight prepaid and allowed (shipping costs included in unit prices), and risk of loss remaining with Respondent until delivery is tendered.

1.14 LEGAL HOLIDAYS

The City of Tacoma observes the following holidays, which shall apply to performance of all contracts awarded from this solicitation:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday of November
Day after Thanksgiving	4th Friday of November
Christmas Day	December 25

When any of these holidays occur on Saturday or Sunday, the preceding Friday or the following Monday, respectively, is a legal holiday for the City of Tacoma.

1.15 TAXES

Unless otherwise required in this Specification, applicable federal, state, city and local taxes shall be included in the submittal as indicated below. The total cost to the City, including all applicable taxes, may be the basis for contract award determination. As used herein, the term "taxes" shall include any and all taxes, assessments, fees, charges, interest, penalties, and/or fines imposed by applicable laws and regulations in connection with the procurement of goods and/or services hereunder.

A. Federal Excise Tax

The City of Tacoma is exempt from federal excise tax. The City will furnish a Federal Excise Tax Exemption certificate, if required. If the Respondent fails to include any applicable tax in its submittal, then Respondent shall be solely responsible for the payment of said tax.

B. State and Local Sales Tax

The City of Tacoma is subject to Washington state sales tax. It is the Respondent's obligation to state the correct sales tax percentage and include the applicable Washington state, city and local sales tax as a separate line item(s) in the submittal.

C. City of Tacoma Business and Occupation Tax

It is the Respondent's obligation to include City of Tacoma Business and Occupation tax in the unit and/or lump sum prices submitted; it shall not be shown separately on the submittal.

Per Sub-Title 6A of the City of Tacoma Municipal Code, transactions with the City of Tacoma may be subject to the City's Business and Occupation Tax.

It is the responsibility of the Respondent awarded the contract to register with the City of Tacoma's Tax and License Division, 733 South Market Street, Room 21, Tacoma, WA 98402-3768, telephone 253-591-5252, website <http://www.cityoftacoma.org/Page.aspx?nid=201>.

D. Any or All Other Taxes

Any or all other taxes are the responsibility of the Respondent unless otherwise required by law.

1.16 WASHINGTON BUSINESS LICENSE REQUIREMENT

All submittals should include a Washington State Business License number in the space provided on the Submittal Signature Page. If the recommended respondent does not have a Washington State Business License at the time of submittal, it must obtain such license and provide proof thereof to the City of Tacoma prior to contract award. Failure to include a Washington State Business License may be grounds for rejection of the submittal. Information regarding Washington State Business Licenses may be obtained at <http://www.dol.wa.gov/businesses.htm>.

1.17 PUBLIC DISCLOSURE

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. Documents submitted under this Specification are considered public records and, unless exempt from disclosure under the Act, will be made available for inspection and copying by the public in response to a public records request.

1.18 PROPRIETARY OR CONFIDENTIAL TRADE SECRET INFORMATION

If the Respondent considers any submittal document to be exempt from disclosure under the law, the Respondent shall clearly mark on the specific page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "TRADE SECRET." The Respondent shall also submit an index with its submittal identifying the affected page number(s) and location(s) of all such identified material. **Failure to provide an index identifying the location of the material in the submittal that Respondent considers to be protected from disclosure will result in the records being released in response to a request for those records without further notice to Respondent. Marking the entire submittal as "confidential" or "proprietary" or "trade secret" is not acceptable and is grounds to reject such submittal.**

If a public records request is made for disclosure of all or any part of Respondent's submittal, **and** Respondent has (i) properly marked and (ii) indexed the material it asserts to be exempt from disclosure, the City will determine whether the material is exempt from public disclosure. If, in the City's opinion, the material is subject to a possible exemption to disclosure, the City will notify Respondent of the request and impending release and allow the Respondent ten (10) business days to take whatever action Respondent deems necessary to protect its interests. The City will reasonably cooperate with any legal action initiated by the Respondent to prevent release; provided that all expense of such action shall be borne solely by the Respondent, including any damages, penalties, attorney's fees or costs awarded by reason of having opposed disclosure and Respondent shall indemnify City against same. If the Respondent fails or neglects to take such action within said period, the City will release all materials deemed subject to disclosure. Submission of materials in response to this solicitation shall constitute assent by the Respondent to the foregoing procedure and the Respondent shall have no claim against the City on account of actions taken pursuant to such procedure.

1.19 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The City of Tacoma ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin or sex in the provision of benefits and services resulting from its federally assisted programs and activities. Contact Tacoma's Title VI coordinator at 253-591-5224 for additional information.

1.20 LEGAL DISPUTES

Respondent agrees and stipulates that in the event any litigation should occur concerning or arising out of this solicitation or any submittal delivered in response hereto, the sole venue of any such legal action shall be the Pierce County Superior Court of the state of Washington and the interpretation of the terms of the solicitation and submittal shall be governed by the laws of the state of Washington.

1.21 PURCHASE ORDER TERMS AND CONDITIONS

Terms and conditions of City of Tacoma purchase orders, if issued, shall apply to contracts and awards resulting from this solicitation.

1.22 RESPONDENT'S REFUSAL TO ENTER INTO CONTRACT

Any Respondent who refuses to enter into a contract after it has been awarded to the Respondent will be in breach of the agreement to enter the contract, and the Respondent's certified or cashiers check or bid bond, if any, shall be forfeited.

1.23 AWARD

The City reserves the right to award contracts for any or all items to one or more respondents in the best interests of the City.

1.24 FINAL AWARD DETERMINATION

The Tacoma City Council or Public Utility Board, for awards over \$200,000, shall be the final judge as to which submittal(s) is/are the lowest and best responsible, and best meets the interest of the City of Tacoma to accept. The purchasing manager makes the determination for awards of \$200,000 and less.

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**CITY OF TACOMA
STANDARD TERMS AND CONDITIONS
SECTION 2 – SERVICES**

UNLESS OTHERWISE REQUIRED BY THE SPECIFICATION OR AGREED TO IN WRITING, THE FOLLOWING TERMS AND CONDITIONS SHALL GOVERN THE RIGHTS, RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES TO THE CONTRACT.

2.01 CONTRACTOR

As used herein, the "Contractor" shall be the Respondent(s) awarded a contract pursuant to this Specification, whether designated as a Respondent, Vendor, Proposer, Bidder, Seller, Merchant, Service Provider or otherwise.

2.02 ENTIRE AGREEMENT

This Specification, purchase orders issued by the City pursuant hereto, and the Contractor's submittal, in that order of precedence, shall constitute the "Contract" between the parties. Said documents represent the entire agreement between the parties and supersede any prior oral statements, discussions or understandings between the parties, and/or subsequent contractor invoices. No modification of this Contract shall be effective unless mutually agreed in writing.

2.03 SERVICES

The services and/or work contracted for herein exclude public works and improvements as defined in RCW 39.04, as that statute may hereafter be amended.

2.04 SCOPE OF WORK

The Contractor agrees to diligently and completely perform the services required by this Contract.

The City shall have the right to make changes within the general scope of services and/or deliverables upon execution in writing of a change order or amendment hereto. If the changes will result in additional work effort by Contractor the City agrees to reasonably compensate the Contractor for such additional effort up to the maximum amount specified in the Contract or as otherwise provided by Tacoma Municipal Code. Delivery of incidental products will be as designated in this Contract.

2.05 TIME FOR PERFORMANCE

All services shall be satisfactorily completed by the termination date contemplated by this Contract, and this Contract shall expire on said date unless mutually extended in writing by the Parties.

2.06 EXTENSION OF CONTRACT

This Contract shall be subject to extension by mutual agreement per the same prices, terms and conditions.

2.07 COMPENSATION

The City shall compensate the Contractor in accordance with the Contract. Said compensation shall be the total compensation for Contractor's performance hereunder including, but not limited to, all work, services, deliverables, materials, supplies, equipment, subcontractor's fees and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Contractor.

2.08 INVOICES

Each invoice shall show City of Tacoma purchase order number, release number if applicable, quantity, unit of measure, item description, unit price and extended price for each line. Line totals shall be summed to give a grand total to which sales tax shall be added, if applicable. Invoices shall be sent in duplicate to:

Accounts Payable
City of Tacoma
P. O. Box 1717
Tacoma Washington 98401-1717

Any terms, provisions or language in Contractor's invoice(s) that conflict with the terms of this Contract shall not apply to this Contract unless expressly accepted in writing by the City.

2.09 PAYMENT TERMS

Payment shall be made through the City's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice. Payment will not be considered late if mailed or electronically disbursed within the time specified. Payment(s) made in accordance with this Contract shall fully compensate the Contractor for all risk, loss, damages or expense of whatever nature, and acceptance of payment shall constitute a waiver of all claims submitted by Contractor. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.

Invoices will not be processed for payment, nor will the period of cash discount commence, until all invoiced items are received and satisfactory performance of the Contract has been attained, and a properly completed invoice is received by the City. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.

2.10 ADDITIONAL CITY CONTRACTS

During the term of this Contract, other City of Tacoma Departments/Divisions shall have the right to enter into additional service contracts or issue purchase orders based on the unit prices and/or service rates stated in this Contract. An exception taken specifically to this provision at time of submittal shall not constitute a material deviation in the bidding process.

2.11 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperation Act RCW 39.34 provides that other governmental agencies may purchase goods and services based on this Contract in accordance with the terms and prices indicated herein if all parties are agreeable. Each public agency shall formulate a separate contract with the Contractor, incorporating the terms and conditions of this Contract with the City of Tacoma. The City shall incur no liability in connection with such contracts or purchases by other public agencies thereunder. It will be the Contractor's responsibility to inform such public agencies of this Contract. Contractor shall invoice such public agencies as separate entities.

2.12 WARRANTIES/REPRESENTATIONS

The Contractor warrants that all services performed pursuant to the Contract shall be generally suitable for the use to which the City intends to use said services as expressed in this Contract. The Contractor represents and warrants that it will diligently and completely perform all services and obligations consistent with customarily accepted good practices and standards of performance applicable to service providers rendering the same or similar type of service and that it will comply with all applicable federal, state and local laws, ordinances, rules and regulations including, but not limited to, the Occupational Safety and Health Administration (OSHA) and the Washington Industrial Safety and Health Act (WISHA). If the Contractor intends to rely on information or data supplied by the City, other City contractor's or other generally reputable sources without independent verification, such intent shall be brought to the attention of the City.

2.13 TAXES, LICENSES, PERMITS

Unless otherwise required by applicable law, the tax provisions in Section 1 - Solicitation apply to this Contract. Except for state sales tax, the Contractor acknowledges that it is responsible for the payment of all taxes applicable to this Contract and the Contractor agrees to comply with all applicable laws regarding the reporting of income, maintenance of records and all other requirements and obligations imposed pursuant to applicable law.

The Contractor, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The Contractor shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30.

If the City is assessed, made liable, or responsible in any manner for taxes contrary to the provisions of this Contract, the Contractor agrees to hold the City harmless from such costs, including attorney's fees. In the event the Contractor fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, other than those taxes the City is required to pay, then the Contractor authorizes the City to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from the Contractor's total compensation.

2.14 FEDERAL, STATE AND MUNICIPAL LAWS AND REGULATIONS

All federal, state, municipal and/or local laws and regulations shall be satisfied in the performance of all portions of this Contract. The Contractor shall be solely responsible for all violations of the law from any cause in connection with its performance of work under this Contract.

2.15 SMALL BUSINESS ENTERPRISE (SBE) PROGRAM AND EQUAL OPPORTUNITY

It is the policy of the City of Tacoma that all citizens be afforded an equal opportunity for full participation in our free enterprise system. In order to implement this policy, the City of Tacoma is committed to ensuring equitable participation of small business enterprises. Contact Tacoma's SBE coordinator at 253-591-5224 for additional information.

2.16 NON-DISCRIMINATION

The Contractor agrees to take all steps necessary to comply with all federal, state and City laws and policies regarding non-discrimination and equal employment opportunities. The Contractor shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical handicap. In the event of non-compliance by the Contractor with any of the non-discrimination provisions of this Contract, the City shall be deemed to have cause to terminate this Contract, in whole or in part.

2.17 PREVAILING WAGES PAID – IF REQUIRED

If this Contract involves services for which state and/or local laws may require the Contractor to pay prevailing wages, and Contractor hereby agrees to pay such applicable prevailing wages. If applicable to this Contract, a Schedule of Prevailing Wage Rates for the locality or localities where this Contract will be performed is attached and made of part of this Contract by this reference. If prevailing wages do apply to this Contract, the Contractor and its subcontractors shall (a) be bound by the provisions of Chapter 39.12 RCW, as amended, relating to prevailing wages and usual fringe benefits, (b) ensure that no worker, laborer or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage specified on that Schedule, and (c) immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages must be submitted by the Contractor and its subcontractors to the City, in the manner requested by the City, prior to any payment by the City hereunder, and an Affidavit of Wages Paid must be received or verified by the City prior to final Contract payment.

2.18 CONFLICT OF INTEREST

No officer, employee or agent of the City, nor any member of the immediate family of any such officer, employee or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The Contractor shall comply with all federal, state and City conflict of interest laws, statutes and regulations. The Contractor represents that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains that would conflict in any manner or degree with the performance of the Contractor's services and obligations hereunder. The Contractor further covenants that, in performance of this Contract, no person having any such interest shall be employed. The Contractor also agrees that its violation of the City's Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.

2.19 REPORTS, RIGHT TO AUDIT, PERSONNEL

A. Reports

The Contractor shall, at such times and in such form as the City may reasonably require, furnish the City with periodic status reports pertaining to the services undertaken pursuant to this Contract.

B. Right to Audit

Upon City's request, the Contractor shall make available to City all accounts, records and documents related to the scope of work for City's inspection, auditing, or evaluation during normal business hours as reasonably needed by City to assess performance, compliance and/or quality assurance under this Contract.

C. Personnel

If before, during, or after the execution of this Contract, the Contractor has represented or represents to the City that certain personnel would or will be responsible for performing services pursuant to this Contract, then the Contractor is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by the City, and on a case by case basis.

2.20 TERMINATION AND SUSPENSION

The City may terminate this Contract at any time, with or without cause, by giving 10 business days written notice to Contractor. In the event of termination, all finished and unfinished work prepared by the Contractor pursuant to this Contract shall be provided to the City. In the event City terminates this Contract due to the City's own reasons and without cause due to the Contractor's actions or omissions, the City shall pay the Contractor the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.

The City may suspend this Contract, at its sole discretion, upon three business days written notice to the Contractor. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the Contractor's actual expenses and shall be subject to verification. The Contractor shall resume performance of services under this Contract without delay when the suspension period ends.

Termination or suspension of this Contract by City shall not constitute a waiver of any claims or remaining rights the City may have against Contractor relative to performance hereunder.

2.21 INDEMNIFICATION – HOLD HARMLESS

The Contractor shall indemnify, defend and hold harmless the City, its officials, officers, agents, employees and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the fault of the City, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.

The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Respondent specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

These indemnifications shall survive the termination of this Contract.

A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.

2.22 INSURANCE

The Contractor shall maintain all necessary insurance to protect Contractor and the City from losses and claims that may arise out of or result from performance of duties related to the Contract, including Worker's Compensation, automobile public liability and property damage, commercial general liability, professional liability, errors and omissions and others, as specified in the Insurance Requirements attachment.

2.23 INDEPENDENT CONTRACTOR STATUS

The Contractor is considered an independent contractor who shall at all times perform his/her duties and responsibilities and carry out all services as an independent contractor and shall never represent or construe his/her status to be that of an agent or employee of the City, nor shall the Contractor be eligible for any employee benefits. No payroll or employment taxes or contributions of any kind shall be withheld or paid by the City with respect to payments to Contractor. The Contractor shall be solely responsible for all said payroll or employment taxes and/or contributions including, but not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. If the City is assessed, made liable or responsible in any manner for such taxes or contributions, the Contractor agrees to indemnify and hold the City harmless from all costs incurred, including attorney fees.

Unless otherwise specified in writing, Contractor shall provide at its sole expense all materials, working space, and other necessities and instruments to perform its duties under this Contract. The Contractor, at

its sole expense, shall obtain and keep in force any and all applicable licenses, permits and tax certificates necessary to perform Contract services.

2.24 NOTICES

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the Contractor's registered agent and to the applicable City department representative.

2.25 CITY OWNERSHIP OF WORK/RIGHTS IN DATA/PUBLICATIONS

To the extent that Contractor creates any work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, Contractor agrees to the following: The work has been specially ordered and commissioned by the City. Contractor agrees that the work is a "work made for hire" for copyright purposes, with all copyrights in the work owned by City. To the extent that the work does not qualify as a work made for hire under applicable law, and to the extent that the work includes material subject to copyright, Contractor hereby assigns to City, its successors and assigns, all right, title and interest in and to the work, including but not limited to, all copyrights, patent, trade secret and other proprietary rights, and all rights, title and interest in and to any inventions and designs embodied in the work or developed during the course of Contractor's creation of the work.

The Contractor shall be solely responsible for obtaining releases and/or licenses for the reproduction, distribution, creation of derivative works, performance, display, or other use of copyrighted materials. Should the Contractor fail to obtain said releases and/or licenses, the Contractor shall indemnify, defend and hold harmless the City for any claim resulting there from.

2.26 PUBLIC DISCLOSURE

This Contract and documents provided to the City by Contractor hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the City may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies.

2.27 DUTY OF CONFIDENTIALITY

Contractor acknowledges that unauthorized disclosure of information or documentation concerning the Scope of Work hereunder may cause substantial economic loss or harm to the City. Except for disclosure of information and documents to Contractor's employees, agents, or subcontractors who have a substantial need to know such information in connection with Contractor's performance of obligations under this Contract, the Contractor shall not without prior written authorization by the City allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.

2.28 DISPUTE RESOLUTION

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the City's right to terminate authorized by this Contract.

2.29 GOVERNING LAW AND VENUE

Washington law shall govern the interpretation of this Contract. The state or federal courts located in Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Contract.

2.30 ASSIGNMENT

The Contractor shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract without the prior written consent of the City.

2.31 WAIVER

A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.

2.32 SEVERABILITY AND SURVIVAL

If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.

2.33 CONFLICT WITH CONTRACT

In the event of any conflict between this document, Standard Terms and Conditions Section 2, Services, and the Professional Services Contract or other type of Contract (Contract) ultimately negotiated and entered into between Respondent and the City, the provisions of the Contract shall prevail. However, absent any such conflict the provisions of this document, Standard Terms and Conditions Section 2, Services, are fully incorporated into and considered part of the Contract.

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**CITY OF TACOMA
STANDARD TERMS AND CONDITIONS
SECTION 2 – SUPPLIES**

UNLESS OTHERWISE REQUIRED BY THE SPECIFICATION OR AGREED TO IN WRITING, THE FOLLOWING TERMS AND CONDITIONS SHALL GOVERN THE RIGHTS, RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES TO THE CONTRACT.

2.01 SUPPLIER

As used herein, the "Supplier" shall be the Respondent(s) awarded a contract pursuant to this Specification, whether designated as a Respondent, Seller, Vendor, Proposer, Bidder, Contractor, Merchant, Service Provider or otherwise.

2.02 ENTIRE AGREEMENT

This Specification, purchase orders issued by the City pursuant hereto, and the Supplier's submittal, in that order of precedence, shall constitute the "Contract" between the parties. Said documents represent the entire agreement between the parties and supersede any prior oral statements, discussions or understandings between the parties, and/or subsequent Supplier invoices. No modification of this Contract shall be effective unless mutually agreed in writing.

2.03 APPROVED EQUALS

Unless an item is indicated as "No substitute," special brands, when named, are intended to describe the standard of quality, performance or use desired. Equal items will be considered by the City, provided that the Supplier specifies the brand and model, and provides all descriptive literature, independent test results, specification sheets, schematic drawings, photographs, product samples, local servicing, parts availability, etc., to enable the City to evaluate the proposed equal. Performance testing in the field may be required.

The decision of the City as to what items are equal shall be final and conclusive. If the City elects to purchase a brand represented by the Supplier to be an "equal," the City's acceptance of the item is conditioned on the City's inspection and testing after receipt. If, in the sole judgment of the City, the item is determined not to be an equal, the item shall be returned at the Supplier's expense.

When a brand name or level of quality is not stated in the Supplier's submittal, it is understood the Supplier's submittal shall exactly confirm with those required in this Contract. If more than one brand name is stated in this Specification, Supplier(s) must indicate the brand and model/part number to be supplied.

2.04 PRICE, RISK OF LOSS, DELIVERY

A. Firm Prices/Risk of Loss

All prices shall remain firm during the term of this Contract. All prices shall be FOB, the place of destination (as defined in RCW 62A.2-319, as that statute may hereafter be amended), with freight prepaid and allowed (shipping costs included in unit prices), and risk of loss remaining with Supplier until delivery is tendered.

B. Delivery

Delivery will be to the designated addresses set forth in this Contract. Deliveries shall be between 9:00 a.m. and 3:30 p.m., Monday through Friday only, except holidays. Failure to make timely delivery shall be cause for termination of the order and return of all or part of the items at Supplier's expense except in the case of force majeure.

2.05 PACKING SLIPS, SHIPPING NOTICES AND INVOICES

Packing slips and shipping notices shall be sent to the specific City Division or Department receiving the item(s) and include complete description of items, contents of items if crated or cased, quantity, shipping point, carrier, bill of lading number and City of Tacoma purchase order.

Each invoice shall show City of Tacoma purchase order number, release number if applicable, quantity, unit of measure, item description, unit price and extended price for each line. Line totals shall be summed to give a grand total to which sales tax shall be added, if applicable. Invoices shall be sent in duplicate to:

Accounts Payable
City of Tacoma
P. O. Box 1717
Tacoma Washington 98401-1717

Any terms, provisions or language in Supplier's invoice(s) that conflict with the terms of this Contract shall not apply to this Contract unless expressly accepted in writing by the City.

2.06 PAYMENT TERMS

Payment shall be made through the City's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice. Payment will not be considered late if mailed or electronically disbursed within the time specified. Payment(s) made in accordance with this Contract shall fully compensate the Supplier for all risk, loss, damages or expense of whatever nature, and acceptance of payment shall constitute a waiver of all claims submitted by Supplier. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.

Invoices will not be processed for payment, nor will the period of cash discount commence, until all invoiced items are received and satisfactory performance of the Contract has been attained, and a properly completed invoice is received by the City. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.

2.07 INCREASE OR DECREASE IN QUANTITIES

The City reserves the right to increase or decrease the quantities of any item awarded pursuant to this Contract and pay according to the unit prices quoted in the submittal with no adjustments for anticipated profit.

2.08 EXTENSION OF CONTRACT

This Contract shall be subject to extension by mutual agreement per the same prices, terms and conditions.

2.09 ADDITIONAL CITY CONTRACTS

During the term of this Contract, other City of Tacoma Departments/Divisions shall have the right to enter into contracts or issue purchase orders based on the unit prices stated in this Contract.

2.10 COMPARATIVE PRICING

If at any time during the term of this Contract, the Supplier reduces prices to other buyers purchasing approximately the same quantities stated on this Contract, the Supplier will immediately notify the City of Tacoma purchasing manager of such fact, and the price(s) for future orders hereunder shall be reduced accordingly.

2.11 CHANGES

The City at any time by written change order may make reasonable changes in the place of delivery, installation or inspection, the method of shipment or packing, identification and ancillary matters that the Supplier may accommodate without substantial additional expense.

2.12 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperation Act RCW 39.34 provides that other governmental agencies may purchase goods and services based on this Contract in accordance with the terms and prices indicated herein if all parties are agreeable. Each public agency shall formulate a separate contract with the Supplier, incorporating the terms and conditions of this Contract with the City of Tacoma. The City shall incur no liability in connection with such contracts or purchases by other public agencies thereunder. It will be the Supplier's responsibility to inform such public agencies of this Contract. Supplier shall invoice such public agencies as separate entities.

2.13 WARRANTIES/GUARANTEE

Suppliers warrant that all items: are merchantable; comply with the City's latest drawings and specifications; are fit for the City's intended use; are new and unused unless otherwise stated; comply with all applicable safety and health standards established for such products by the Occupational Safety and Health Administration (OSHA), Washington Industrial Safety and Health Act (WISHA) and/or Consumer Products

Safety Act, and all other applicable state and federal laws or agency regulations; are properly packaged and contain appropriate instructions or warnings, including applicable MSDS sheets.

2.14 PATENTS, TRADEMARKS AND COPYRIGHTS

The Supplier warrants that the equipment and/or materials furnished pursuant to this Contract do not infringe on any patent, trademark or copyright, and agrees to indemnify, defend and hold harmless, the City in the event of any infringement or claim thereof.

2.15 DEFAULT

In the event of material default by the Supplier on any of the conditions of this Contract, the Supplier agrees that the City may, at its election, procure the goods or services from other sources, and may deduct from the unpaid balance due the Supplier, or collect against the bond or security (if any), or may invoice and recover from the Supplier all costs paid in excess of the price(s) set forth in this Contract. The prices paid by the City in good faith shall be considered the prevailing market price at the time such purchase is made.

2.16 TAXES, LICENSES, PERMITS

Unless otherwise required by applicable law, the tax provisions in Section 1 - Solicitation apply to this Contract. Except for state sales tax, the Supplier acknowledges that it is responsible for the payment of all taxes applicable to this Contract and the Supplier agrees to comply with all applicable laws regarding the reporting of income, maintenance of records and all other requirements and obligations imposed pursuant to applicable law.

The Supplier, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The Supplier shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30.

If the City is assessed, made liable, or responsible in any manner for taxes contrary to the provisions of this Contract, the Supplier agrees to hold the City harmless from such costs, including attorney's fees. In the event the Supplier fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, other than those taxes the City is required to pay, then the Supplier authorizes the City to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from the Supplier's total compensation.

2.17 FEDERAL, STATE AND MUNICIPAL LAWS AND REGULATIONS

Supplier shall comply with all federal, state, municipal and/or local laws and regulations in the performance of all terms and conditions of this Contract. The Supplier shall be solely responsible for all violations of the law from any cause in connection with its performance of work under this Contract.

2.18 SMALL BUSINESS ENTERPRISE (SBE) PROGRAM AND EQUAL OPPORTUNITY

It is the policy of the City of Tacoma that all citizens be afforded an equal opportunity for full participation in our free enterprise system. In order to implement this policy, the City of Tacoma is committed to ensuring equitable participation of small business enterprises. Contact Tacoma's SBE coordinator at 253-591-5224 for additional information.

2.19 NONDISCRIMINATION

The Supplier agrees to take all steps necessary to comply with all federal, state and City laws and policies regarding non-discrimination and equal employment opportunities. The Supplier shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical handicap. In the event of non-compliance by the Supplier with any of the non-discrimination provisions of this Contract, the City shall be deemed to have cause to terminate this Contract, in whole or in part.

2.20 PREVAILING WAGES PAID – IF REQUIRED

If federal, state, local or any applicable law requires the Supplier to pay prevailing wages in connection with this Contract, and Supplier is so notified by the City, then the Supplier shall pay applicable Prevailing Wages.

2.21 CONFLICT OF INTEREST

No officer, employee or agent of the City, nor any member of the immediate family of any such officer, employee or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The Supplier shall comply with all federal, state and City conflict of interest laws, statutes and regulations. The Supplier represents that the Supplier presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains that would conflict in any manner or degree with the performance of the Supplier's services and obligations hereunder. The Supplier further covenants that, in performance of this Contract, no person having any such interest shall be employed. The Supplier also agrees that its violation of the City's Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.

2.22 RIGHT TO AUDIT

Upon City's request, the Supplier shall make available to City all accounts, records and documents related to this Contract for City's inspection, auditing, or evaluation during normal business hours as reasonably needed by City to assess performance, compliance and/or quality assurance under this Contract.

2.23 TERMINATION

The City reserves the right to terminate this Contract at any time upon prior written notice to Supplier. Upon the effective date of termination specified in such notice, and payment by the City, all conforming supplies, materials or equipment previously furnished hereunder shall become its property.

2.24 INDEMNIFICATION – HOLD HARMLESS

The Supplier agrees to indemnify, defend and hold harmless the City of Tacoma, its officers, agents and employees, from and against any and all liability which may accrue to or be sustained by the City of Tacoma for any claim, suit or legal action made or brought against the City for the death of or injury to persons (including the Supplier's or subcontractor's employees), or damage to property involving the Supplier or subcontractor(s) and their employees or agents, or for any other cause arising out of and in connection with or incident to the performance of this Contract, except for injuries or damages caused by the sole negligence of the City. In this regard, the Supplier recognizes it is waiving immunity under Industrial Insurance Law, Title 51 RCW. This indemnification includes attorney's fees and the cost of establishing the right to indemnification hereunder in favor of the City of Tacoma. By the Supplier's acceptance of this order, he/she agrees that this subsection has been mutually negotiated.

2.25 PUBLIC DISCLOSURE

This Contract and documents provided to the City by Contractor hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the City may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies.

2.26 DISPUTE RESOLUTION

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the City's right to terminate authorized by this Contract.

2.27 GOVERNING LAW AND VENUE

Washington law shall govern the interpretation of this Contract. The state or federal courts located in Pierce County Washington shall be the sole venue of any mediation, arbitration or litigation arising out of this Contract.

2.28 ASSIGNMENT

The Supplier shall not assign, subcontract, delegate or transfer any obligation, interest or claim to or under this Contract without the prior written consent of the City.

2.29 WAIVER

A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.

2.30 SEVERABILITY AND SURVIVAL

If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.

2.31 CONFLICT WITH CONTRACT

In the event of any conflict between this document, Standard Terms and Conditions Section 2, Supplies, and the Professional Services Contract or other type of Contract (Contract) ultimately negotiated and entered into between Respondent and the City, the provisions of the Contract shall prevail. However, absent any such conflict the provisions of this document, Standard Terms and Conditions Section 2, Supplies, are fully incorporated into and considered part of the Contract.

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