CITY OF TACOMA

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 6000044794

Return Bids By 11:00 AM, 06/07/2017 to:

Samol P Hefley
Power Generation
ABN 4th Floor NE
3628 South 35th Street
Tacoma WA 98409
Ph. 253 502 8249
Fax.253-502-8372

Material will ship to:

Tacoma Power Generation
3628 S 35th St
Tacoma WA 98409

RFQ Information

Collective Bid #	PG17-0175N
Bid Issue Date	05/24/2017
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
	***The City of Tacoma will accept e-mailed bid submittals sent to sendbid@cityoftacoma.org for this solicitation. Please include the Collective Bid Number in the subject line of your e-mail. Bids are subject to the submittal deadline noted in the bid solicitation document. The time of e-mail receipt will be considered as the time of submittal. Submittals are accepted by one of the following delivery methods; e-mail, facsimile, or mail. The City accepts no responsibility for transmission errors. The City of Tacoma is soliciting bids for PG17-0175N - Provide Small Format Interchangeable Core Master Key System As Specified for Tacoma Power Facilities NO Substitutions Responses must be submitted on the provided City of Tacoma bid solicitation form. Vendor signature is mandatory. All bid pricing shall be FOB Destination, freight prepaid and included in the unit price.					

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REQUEST FOR QUOTATION 6000044794

Item #	Material# Description	Delivery Date	QTY	UM	Net Price	Total
	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. Questions please email Samol Hefley at shefley@cityoftacoma.org Items must be new and unused.					
10	**Cormax Combinated** Best Access Solutions Cormax# Cores & Keys Provide Cormax# Combinated Cylinders & Keys at Manufacturer#s Suggested List Price Minus Discount		1	AU		
20	**Cormax UnCombinated** Best Access Solutions Cormax# Cores & Keys Provide Cormax# Uncombinated Cylinders & Keys at Manufacturer#s Suggested List Price Minus Discount		1	AU		
30	**Padlocks and Locksets** Best Access Solutions Mechanical Locking Hardware Provide Best Padlocks and Locksets (Mortise/Cylindrical/Bored/Tubular) at Manufacturer#s Suggested List Price Minus Discount		1	AU		
40	**Door Hardware & Related** Non-listed Manufacturer Provide Door Hardware & Related Products as Manufactured by other, Non- Listed Manufacturers At a Cost-Plus Basis		1	AU		

CITY OF TACOMA

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All responses & inquiries must be plainly marked with this

REQUEST FOR QUOTATION 6000044794

Item #	Material# Description	Delivery Date	QTY	UM	Net Price	Total
50	**Best Access Solutions** Furnish Key Management Furnish Best Access Solutions# Keystone Network Key Management Software		1	AU		
60	**Best Access Key Storage** Furnish Key Storage / Inventory Cabinets Furnish Best Access Solutions# Key Storage / Inventory Cabinets		1	AU		
70	**Combinate, Recombinate & Cut Key** Offsite Locksmith Services (in shop) Combinate, Recombinate & Cut Keys for Stanley Best Cormax Cores & Keys		1	AU		

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

City of Tacoma, WA

TACOMA POWER

REQUEST FOR QUOTATION

PROVIDE SMALL FORMAT INTERCHANGEABLE CORE MASTER KEY SYSTEM AS SPECIFIED FOR TACOMA POWER FACILITIES

SPECIFICATION NO. PG17-0175N

TACOMA POWER

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
TACOMA POWER

REQUEST FOR BIDS
PG17-0175N

PROVIDE SMALL FORMAT INTERCHANGEABLE CORE MASTER KEY SYSTEM AS SPECIFIED FOR TACOMA POWER FACILITIES

JUNE 2017

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
TACOMA POWER

William A. Gaines,
Director of Utilities/CEO

Chris Robinson,
Power Superintendent/COO

Date: Wednesday, June 7, 2017

"Tacoma Power – Provide Small Format Interchangeable Core Master Key System As Specified for Tacoma Power Facilities"

SPECIFICATION CONTENTS

This Specification contains the following:

1. Request for Bids
2. Bidder's Checklist
3. Letters and Calls
4. Signature Page
5. Proposal Sheets
6. Contractor's Record of Prior Contracts
7. Special Reminder to all Boddiers
8. Personnel Inventory Form
9. Contract
10. Vendor Performance Review
11. Terms and Conditions – Section I and 2
12. Special Provisions

City of Tacoma
Tacoma Public Utilities / Generation

REQUEST FOR BIDS PG17-0175N
Provide Small Format Interchangeable Core Master Key System As Specified for Tacoma Power Facilities

Submittal Deadline: 11:00 a.m., Pacific Time, Wednesday, June 7, 2017

Pre-Proposal Meeting: A pre-proposal meeting will not be held.

Project Scope: Provide Small Format Interchangeable Core Master Key System As Specified for Tacoma Power Facilities.

Estimate: $110,000 - $150,000

Paid Leave and Minimum Wage: Effective February 1, 2016, the City of Tacoma requires all employers to provide paid leave and minimum wages, as set forth in Title 18 of the Tacoma Municipal Code. For more information visit www.cityoftacoma.org/employmentstandards.

The following is applicable to Federal Aid Projects: The City of Tacoma in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR, part 26, will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Additional Information: Requests for information regarding the specifications may be obtained by contacting Samol Hefley by email to shefley@cityoftacoma.org.

Protest Policy: City of Tacoma protest policy, located at www.tacomapurchasing.org, specifies procedures for protests submitted prior to and after submittal deadline.

Meeting sites are accessible to persons with disabilities. Reasonable accommodations for persons with disabilities can be arranged with 48 hours advance notice by calling 253-502-8468.

BIDDER'S CHECK LIST

The bidder's attention is especially called to the following forms which must be submitted with your bid:

(a) Schedule of bid price.

The unit/lump sum prices bid must be shown in the space provided.

(b) Signature page.

To be completed and signed by the bidder.

(c) ~~Proposal data sheets (required when included in the proposal).~~

(d) Contractor's Record of Prior Contracts **(required/~~not required~~)**.

(e) List of Equipment **(~~required~~/not required)**.

(f) State Responsibility and Reciprocal Bid Preference Form **(~~required~~/not required)**.

~~(g) Bid bond or certified check (for construction contracts only).~~

~~Each bid must be accompanied by a certified or cashier's check for 5 percent of the total amount bid, or an approved bid bond by a surety company authorized to do business in the State of Washington. See General Provisions 1.04.~~

~~(h) Subcontractor List (applicable only for construction contracts of $1,000,000 and over).~~

(i) ~~**CONSTRUCTION CONTRACTS:** Bid proposals for contractor labor must include fully completed "SBE Utilization Form" and "Prime Contractors Pre-Work Form".~~

NON-CONSTRUCTION CONTRACTS: Bid proposals for material and services must include fully completed "Personnel Inventory Form".

(j) “Submittals Required with Bid” as are listed in the Special Provisions Section – Submittals and Shop Drawings (for construction contracts) or Submittals Section (for supply contracts).

The following forms are to be executed after the contract is awarded:

(a) Contract

This agreement is to be executed by the successful bidder.

(b) Performance Bond **(~~required~~/not required)**.

To be executed by the successful bidder and his surety company, and countersigned by a local resident agent of said surety company.

(c) Contractor's Work Hazard Analysis Report (for construction contracts only)

(d) General Release to the City of Tacoma (for construction contracts only).

To be executed by the successful bidder upon completion of work and prior to the receipt of the final payment.

LETTERS AND CALLS

All letters and calls requesting information prior to the bid opening are subject to the limitations in Paragraph 1.02 of the **General Provisions.**

Address all letters to the Department of Public Utilities, P. O. Box 11007, Tacoma, Washington 98411.

For letters and calls regarding General Provisions, direct attention to Samol Hefley, Buyer, shefley@cityoftacoma.org.

For calls (only) regarding Special or Technical Provisions, direct attention to: **John Glover / Project Lead, 253-502-8354.**

For letters (only) regarding Special or Technical Provisions, direct attention to: **Terry Coggins / Assistant Generation Manager**.

For letters and calls regarding the SBE Program, direct attention to the SBE Program Coordinator at 253-591-5224 for calls, and to SBE/Community & Economic Development, Tacoma Municipal Building, 747 Market Street, Tacoma, Washington 98402, for letters.

For letters and calls regarding the LEAP Program, direct attention to the LEAP Coordinator at 253-594-7933 for calls, and to LEAP/ Community & Economic Development, Tacoma Municipal Building, 747 Market Street, Tacoma, Washington 98402, for letters.

All letters shall indicate the title and specification number (prior to award) or title and contract number (following award).

SIGNATURE PAGE

CITY OF TACOMA - DEPARTMENT OF PUBLIC UTILITIES - TACOMA POWER

All submittals must be in ink or typewritten and must be executed by a duly authorized officer or representative of the bidding/proposing entity. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

Submittals will be received and time stamped only at the City of Tacoma Purchasing Division, located in the Tacoma Public Utilities Administration North Building, Main Floor, at 3628 South 35th Street, Tacoma, WA 98409. **See the Request for Bids page near the beginning of the specification for additional details.**

REQUEST FOR BIDS SPECIFICATION NO. PG17-0175N
PROVIDE SMALL FORMAT INTERCHANGEABLE
CORE MASTER KEY SYSTEM
AS SPECIFIED FOR TACOMA POWER FACILITIES

The undersigned bidder/proposer hereby agrees to execute the proposed contract and furnish all materials, labor, tools, equipment and all other facilities and services in accordance with these specifications.

The bidder/proposer agrees, by submitting a bid/proposal under these specifications, that in the event any litigation should arise concerning the submission of bids/proposals or the award of contract under this specification, Request for Bids, Request for Proposals or Request for Qualifications, the venue of such action or litigation shall be in the Superior Court of the State of Washington, in and for the County of Pierce.

Non-Collusion Declaration

The undersigned bidder/proposer hereby certifies under penalty of perjury that this bid/proposal is genuine and not a sham or collusive bid/proposal, or made in the interests or on behalf of any person or entity not herein named; and that said bidder/proposer has not directly or indirectly induced or solicited any contractor or supplier on the above work to put in a sham bid/proposal or any person or entity to refrain from submitting a bid/proposal; and that said bidder/proposer has not, in any manner, sought by collusion to secure to itself an advantage over any other contractor(s) or person(s).

_____
Bidder/Proposer's Registered Name

_____
Address

_____
City, State, Zip

_____
E-Mail Address

_____
E.I.No. / Federal Social Security Number Used on Quarterly Federal Tax Return, U.S. Treasury Dept. Form 941

_____
Signature of Person Authorized to Enter into Contracts for Bidder/Proposer — Date

_____
Printed Name and Title

_____
(Area Code) Telephone Number / Fax Number

_____
State Business License Number
In WA, also known as UBI (Unified Business Identifier) Number

_____
State Contractor's License Number (if applicable)
(See Ch. 18.27, R.C.W.)

Addendum acknowledgement: #1_____ #2_____ #3_____ #4_____

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL

_____
Name of Bidder

PROPOSAL

	TOTAL LIST PRICE	VENDOR % OF DISCOUNT	TOTAL COST
ITEM 1 – Best Access Solutions Cormax™ Cores & Keys Provide Cormax™ Combinated Cylinders & Keys at Manufacturer's Suggested List Price Minus Discount	$200,000.00	_____%	$_____
ITEM 2 – Best Access Solutions Cormax™ Cores & Keys Provide Cormax™ Uncombinated Cylinders & Keys at Manufacturer's Suggested List Price Minus Discount	$20,000.00	_____%	$_____
ITEM 3 – Best Access Solutions Mechanical Locking Hardware Provide Best Padlocks and Locksets (Mortise/Cylindrical/Bored/Tubular) at Manufacturer's Suggested List Price Minus Discount	$30,000.00	_____%	$_____
ITEM 4 – Non-listed Manufacturer Provide Door Hardware & Related Products as Manufactured by other, Non-Listed Manufacturers At a Cost-Plus Basis	$15,000.00	_____%	$_____
ITEM 5 – Furnish Key Management Furnish Best Access Solutions' Keystone Network Key Management Software	$4,000.00	_____%	$_____
ITEM 6 – Furnish Key Storage / Inventory Cabinets Furnish Best Access Solutions' Key Storage / Inventory Cabinets	$12,000.00	_____%	$_____
ITEM 7 – Offsite Locksmith Services (in shop) Combinate, Recombinate & Cut Keys for Stanley Best Cormax Cores & Keys	60	HR	$_____

_____
Name of Bidder

Delivered pricing F.O.B. Destination, Freight Pre-paid and Allowed per Specification

TOTAL ITEMS 1 - 7 $_____

**Sales Tax @ _____ $_____

TOTAL AMOUNT $_____

Prompt payment discount offered _____%, _____days.

Only discounts offered in excess of twenty (20) calendar days or more will be considered for bid evaluation purposes. *(See Standard Terms and Conditions 1.06B)*

NOTES:

1) **ONLY FIRM PRICES WILL BE ACCEPTED.**
2) **NO ALTERNATES.**
3) **BIDDERS ARE REQUIRED TO BID ON ALL ITEMS**

_____
Name of Bidder

PROPOSAL
NOTICE

1. Customer service contact name and phone number: _____

2. Delivery hours and days: _____ a.m. to _____ p.m., Monday through _____

3. Do you currently have a truck delivering to Tacoma, Washington, every weekday: ☐ Yes ☐ No

   If not, explain how you service Tacoma, Washington: _____

4. Will you meet our service requirements: _____

   Exceptions: _____

5. Will you deliver stock replenishment orders within 72 hours after receipt of order: ☐ Yes ☐ No

   Exceptions: _____

6. Will you ship stock replenishment orders within 72 hours after receipt of order: ☐ Yes ☐ No

   Exceptions: _____

7. How are back orders handled: _____

8. What is your expected fill rate: _____%

9. Will you deliver rush orders for items normally kept in your stock within two (2) hours after receipt of order:
   a. During regular business hours: ☐ Yes ☐ N
   b. Evening: ☐ Yes ☐ No
   c. Exceptions: _____

10. Average lead time for items not kept in stock: _____

11. Number of days after contract award, service would begin to the City: _____

_____
Name of Bidder

CONTRACTOR'S RECORD OF PRIOR CONTRACTS

NAME _____ ADDRESS _____

Beginning Date	Completion Date	Contract With	Contact Person Telephone #	Amount of Contract

REMARKS: _____

_____

_____

_____

_____

_____

SPECIAL REMINDER TO ALL BIDDERS

The Personnel Inventory Form must be fully and accurately completed and returned at the time of the submission of bid. Failure to do so may result in the bid being considered non-responsive. This form is necessary to determine if the bidder is in compliance with Chapter 1.07 of the City of Tacoma Municipal Code and State Law.

Bidders for supply-type contracts have an obligation to demonstrate that they have exerted a good faith effort to solicit minority and women-owned businesses. The criteria for determining whether a good faith effort has been made are set forth in RCW 35.22.650. Contractors are also subject to the City's ordinance and regulations pertaining to having an affirmative action program and prohibiting discrimination. If additional information is needed, please call the SBE Office at (253) 591-5224

City of Tacoma
Community & Economic Development
Office of Small Business Enterprise
747 Market Street, Room 900
Tacoma, WA 98402
253-591-5224 or 253-573-2435

PRIME CONTRACTOR'S PRE-WORK FORM

Company Name _____ **Telephone** _____

Address/City/State/Zip Code _____

Specification Number _____ **Specification Title** _____

JOB CATEGORIES SPECIFY	TOTAL EMPLOYEES		TOTAL MINORITY EMPLOYEES		BLACK		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE		HISPANIC	
	M	F	M	F	M	F	M	F	M	F	M	F
Officer / Managers												
Supervisors												
Project Managers												
Office / Clerical												
Apprentices												
Trainees												
TOTALS												

CONTRACTOR'S PROJECTED WORK FORCE - THIS PROJECT

Superintendent												
Foreman												
Operators												
Laborers												
Apprentice												
Trainee												
TOTALS												

Type or Print Name of Responsible Officer / Title _____ **Signature of Responsible Officer** _____ **Date** _____

INSTRUCTIONS FOR COMPLETING
PRIME CONTRACTOR'S PRE-WORK FORM

This form only applies to employees who will be working on this specific project.

1. "Heading" the company name and address should reflect the subcontractor actually doing business with the City of Tacoma. If this address is different from that of the Equal Employment Opportunity Officer that administers the EEO programs of the company, the Equal Employment Opportunity Officer's address should be noted in the "Comments" section at the bottom of the form. "Telephone" should contain the area code, telephone number and extension (if any) for the Equal Employment Officer or the responsible official.

2. "Job Categories" at the extreme left hand column of the form specifying "Job Categories" lists "Officials & Managers." You are to list in addition to Officials & Managers any appropriate job titles such as Sales Workers, Office/Clerical, Professionals, Technical, etc., as they apply to your own company and only as pertains to this specific project.

3. The "M" and "F" headings at the top of each column refer to "Male" and "Female."

4. The "Total Employees" column should list the total number of male employees under "M" and the total female number of female employees under "F" for each job category listed. They should be listed in a similar manner in the "Total" category at the bottom of the form. The "Total Employees" column should include all those employees listed under "Non-Minority" and "Total Minorities." "Non-Minority" should include all employees not listed in the minority columns.

5. "Total Minorities" should include all employees listed under the "Black," "Asian or Pacific Islander" (A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands, and Samoa.), "American Indian or Alaskan Native," and "Hispanic" columns. These columns should include only employees who are members of that particular minority group. Designation and definitions of ethnic/national origin status follow the instructions and definitions of the Federal EEO-1 Form of the U. S. Equal Employment Opportunity Commission.

6. "Totals" this line should reflect the total of all lines in each of the above columns.

7. The signature of your company's designated responsible official or similar official responsible for equal employment opportunity must appear in the designated space at the bottom of the form. Please PRINT OR TYPE the person's name on the top line across from the signature. This is required since some signatures are difficult to read.

8. "Comments" this section is to be used as needed for explanations to under utilization rate or lack of turnover, proposed expansion or reduction of staff or any other pertinent information you believe will help clarify or explain the data presented on the form. If you need additional space, please explain on a separate sheet of paper.

9. If you need assistance or have questions regarding the completion of this form, please call the SBE Office at 253-591-5224 or 253-573-2435

Chapter 1.07

SMALL BUSINESS ENTERPRISE

Sections:

1.07.010 Policy and purpose.
1.07.020 Definitions.
1.07.030 Discrimination prohibited.
1.07.040 Program administration.
1.07.050 Certification.
1.07.060 Program requirements.
1.07.070 Evaluation of submittals.
1.07.080 Contract compliance.
1.07.090 Program monitoring.
1.07.100 Enforcement.
1.07.110 Remedies.
1.07.120 Unlawful acts.
1.07.130 Severability.
1.07.140 Sunset and review of program.

1.07.010 Policy and purpose.

It is the policy of the City of Tacoma that citizens be afforded an opportunity for full participation in our free enterprise system and that historically underutilized business enterprises shall have an equitable opportunity to participate in the performance of City contracts. The City finds that in its contracting for supplies, services and public works there has been historical underutilization of small businesses located in certain geographically and economically disfavored locations and that this underutilization has had a deleterious impact on the economic well-being of the City. The purpose of this chapter is to remedy the effects of such underutilization through use of reasonably achievable goals to increase opportunities for historically underutilized businesses to participate in City contracts. It is the goal of this chapter to facilitate a substantial procurement, education, and mentorship program designed to promote equitable participation by historically underutilized businesses in the provision of supplies, services, and public works to the City. It is not the purpose of this chapter to provide any person or entity with any right, privilege, or claim, not shared by the public, generally, and this chapter shall not be construed to do so. This chapter is adopted in accordance with Chapter 35.22 RCW and RCW 49.60.400.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.020 Definitions.

Terms used in this chapter shall have the following meanings unless defined elsewhere in the Tacoma Municipal Code ("TMC"), or unless the context in which they are used clearly indicates a different meaning.

A. "Affidavit of Small Business Enterprise Certification" means the fully completed, signed, and notarized affidavit that must be submitted with an application for SBE certification. Representations and certifications made by the applicant in this Affidavit are made under penalty of perjury and will be used and relied upon by City to verify SBE eligibility and compliance with SBE certification and documentation requirements.

B. "Base Bid" means a Bid for Public Works to be performed or Supplies or Services to be furnished under a City Contract, including additives, alternates, deductives, excluding force accounts, and taxes collected separately pursuant to Washington Administrative Code ("WAC") 458-20-171.

C. "Bid" means an offer submitted by a Respondent to furnish Supplies, Services, and/or Public Works in conformity with the Specifications and any other written terms and conditions included in a City request for such offer.

D. "Bidder" means an entity or individual who submits a Bid, Proposal or Quote. See also "Respondent."

E. "City" means all Departments, Divisions and agencies of the City of Tacoma.

F. "Contract" means any type of legally binding agreement regardless of form or title that governs the terms and conditions for procurement of Public Works and Improvements and/or Non-Public Works and Improvements Supplies and Services. Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City. A "Contract" as used in this chapter shall include an agreement between the City and a non-profit entity to perform construction-related services for Public Works. A "Contract" does not include: (1) awards made by the City with federal/state grant or City general funds monies to a non-profit entity where the City offers assistance, guidance, or supervision on a project or program, and the recipient of the grant awards uses the grant moneys to provide services to the

community; (2) sales transactions where the City sells its personal or real property; (3) a loan transaction where the City is acting as a debtor or a creditor; (4) lease, franchise; (5) agreements to use City real property (such as Licenses, Permits and Easements) and, (6) banking and other financial or investment services.

G. "Contractor" means any Person that presents a Submittal to the City, enters into a Contract with the City, and/or performs all or any part of a Contract awarded by the City, for the provision of Public Works, or Non-Public Works and Improvements, Supplies or Services.

H. "Evaluated Bid" means a Bid that factors each Respondent's Base Bid including any alternates, deductive and additives selected by the City that will result in a weighed reduction based on that Respondent's percentage of SBE participation, as defined by formula set forth in this chapter or in the SBE Regulations adopted pursuant to this chapter.

I. "Goals" means the annual level of participation by SBEs in City Contracts as established in this chapter, the SBE Regulations, or as necessary to comply with applicable federal and state nondiscrimination laws and regulations. Goals for individual Contracts may be adjusted as provided for in this chapter and shall not be construed as a minimum for any particular Contract or for any particular geographical area.

J. "SBE Certified Business" (or "SBEs") means a business that meets the criteria set forth in Section 1.07.050 of this chapter and has been certified as meeting that criteria by the Community and Economic Development Department-SBE Program Coordinator.

K. "SBE Program Coordinator" means the individual appointed, from time to time, by the City's Community and Economic Development Director to administer the SBE Regulations.

L. "SBE Regulations" shall mean the written regulations and procedures adopted pursuant to this chapter for procurement of Supplies, Services and Public Works.

M. "Lowest and Best Responsible Bidder" means the Bidder submitting the lowest Bid received that is within the range of acceptable bids, that also has the ability to timely perform the Contract bid upon considering such factors as financial resources, skills, quality of materials, past work record, and ability to comply with state, federal, and local requirements, including those set forth in the SBE Regulations.

N. "Non-Public Works and Improvements" means all competitively solicited procurement of Supplies and/or Services by the City not solicited as Public Works.

O. "Person" means individuals, companies, corporations, partnerships, associations, cooperatives, any other legally recognized business entity, legal representative, trustee, or receivers.

P. "Proposal" means a written offer to furnish Supplies or Services in response to a Request for Proposals. This term may be further defined in the Purchasing Policy Manual and/or in competitive solicitations issued by the City.

Q. "Public Works (or "Public Works and Improvements)" means all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the City, or that is by law a lien or charge on any property therein. This term includes all Supplies, materials, tools, and equipment to be furnished in accordance with the Contract for such work, construction, alteration, repair, or improvement.

R. "Quote" means a competitively solicited written offer to furnish Supplies or Services by a method of procurement that is less formalized than a Bid or a Proposal. This term may be further defined in the Purchasing Policy Manual.

S. "Respondent" means any entity or Person, other than a City employee, that provides a Submittal in response to a request for Bids, Request for Proposals, Request for Qualifications, request for quotes or other request for information, as such terms are defined in Section 1.06.251 TMC. This term includes any such entity or Person whether designated as a supplier, seller, vendor, proposer, Bidder, Contractor, consultant, merchant, or service provider that; (1) assumes a contractual responsibility to the City for provision of Supplies, Services, and/or Public Works; (2) is recognized by its industry as a provider of such Supplies, Services, and/or Public works; (3) has facilities similar to those commonly used by Persons engaged in the same or similar business; and/or (4) distributes, delivers, sells, or services a product or performs a Commercially Useful Function.

T. "Services" means non-Public Works and Improvements services and includes professional services, personal services, and purchased services, as such terms are defined in Section 1.06.251 TMC and/or the City's Purchasing Policy Manual.

U. "Submittal" means Bids, Proposals, Quotes, qualifications or other information submitted in response to requests for Bids, Requests for Proposals, Requests for Qualifications, requests for Quotations, or other City requests for information, as such terms are defined in Section 1.06.251 TMC.

V. "Supplies" means materials, Supplies, and other products that are procured by the City through a competitive process for either Public Works procurement or Non-Public Works and Improvements procurement unless an approved waiver has been granted by the appropriate authority.

(Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.030 Discrimination prohibited.

A. No person that is engaged in the construction of public works for the City, engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services to the City, shall discriminate against any other person on the basis 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 disability in employment. Such discrimination includes the unfair treatment or denial of normal privileges to a person as manifested in employment upgrades, demotions, transfers, layoffs, termination, rates of pay, recruitment of employees, or advertisement for employment.

B. The violation of the terms of RCW 49.60 or Chapter 1.29 TMC by any person that is engaged in the construction of public works for the City, is engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services shall result in the rebuttable presumption that the terms of this chapter have also been violated. Such violation may result in termination of any City contract the violator may have with the City and/or the violator's ineligibility for further City Contracts.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.040 Program administration.

A. The Community and Economic Development Director, or his or her designated SBE Program Coordinator, shall be responsible for administering this chapter and obtaining compliance with respect to contracts entered into by the City and/or its contractors. It shall be the duty of the Director to pursue the objectives of this chapter by conference, conciliation, persuasion, investigation, or enforcement action, as may be necessary under the circumstances. The Director is authorized to implement an administrative and compliance program to meet these responsibilities and objectives.

B. The Director is hereby authorized to adopt and to amend administrative rules and regulations known as the SBE Regulations to properly implement and administer the provisions of this chapter. The SBE Regulations shall be in conformance with City of Tacoma policies and state and federal laws and be designed to encourage achievement of the SBE goals set forth herein. The SBE Regulations shall become effective following public notice and an opportunity to comment by the public.

C. The SBE Regulations adopted pursuant to this section are for the administrative and procedural guidance of the officers and employees of the City and are further expressions of the public policy of the City. The SBE Regulations, when adopted, shall not confer an independent cause of action or claim for relief cognizable in the courts of the state of Washington or the United States of America to any third parties, and such provisions shall not be used as the basis for a lawsuit in any court of competent jurisdiction challenging the award of any contract by the City.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.050 Certification.

A. The SBE Program Coordinator shall approve a person as a SBE Certified Business if all of the following criteria are satisfied:

1. Each person with an ownership interest in the company has a personal net worth of less than $1,320,000 excluding one personal residence and the net worth of the business;

2. The company's total gross receipts for any consecutive three year period within the last six years is not more than $36,500,000 for public works companies and not more than $15,000,000 for non-public works and improvements companies;

3. The owner(s) of the company executes an Affidavit of Small Business Enterprise Certification and files it with the City which states that all information submitted on the SBE application is accurate, that the business has sought or intends to do business with the City and/or within the Pierce County area and has experienced or expects to experience difficulty competing for such business due to financial limitations that impair its ability to compete against larger firms; and

4. The company can demonstrate that it also meets at least one of the following additional requirements:

a. The company's business offices, or the personal residence of the owner, is located within a City of Tacoma designated Renewal Community/Community Empowerment Zone, prior to designation as a SBE, or

b. The company's business offices, or the personal residence of the owner, is located within the City of Tacoma for at least six months prior to designation as a SBE; or

c. The company's business offices are located in a federally designated HUBZONE in Pierce County or any adjacent county for at least 12 months prior to designation as a SBE; or

d. The company's business offices are located in a federally designated HUBZONE in a County wherein the work will be performed, or an adjacent county, for at least 12 months prior to designation as a SBE.

B. Application Process. The SBE Program Coordinator shall make the initial determination regarding certification or recertification. Each SBE applicant shall provide the following documents; as such documents are more fully described in the SBE Regulations, to the SBE Program Coordinator:

1. A completed Statement of Personal Net Worth form;

2. A completed, signed, and notarized Affidavit of Small Business Enterprise Certification that affirms compliance with the certification and documentation requirements of this section;

3. List of equipment and vehicles used by the SBE;

4. Description of company structure and owners;

5. Such additional information as the SBE Program Coordinator or designee may require.

When another governmental entity has an equivalent SBE classification process the City may enter into an interlocal cooperative agreement for mutual recognition of certifications.

C. Recertification. A SBE qualified business shall demonstrate annually to the satisfaction of the SBE Program Coordinator that the following SBE qualifications are still in effect for such business:

1. That the company still meets all of the criteria set forth in subsection 1.07.050.A. TMC, and

2. That the company has maintained all applicable and necessary licenses in the intervening period, and

3. That the company demonstrates that the owner and/or designated employees have completed the minimum annual continuing business education training requirements set forth in the SBE Regulations.

D. Appeals. The applicant may appeal any certification determination by the SBE Program Coordinator under this chapter to the Director. The appeal must be made in writing and must set forth the specific reasons for the appeal. The Director shall make a decision on the appeal request within a reasonable time, which decision shall be final unless further appeal is made to the Hearing Examiner. In that event, the Hearing Examiner Rules of Procedure for Hearings, Chapter 1.23 TMC, shall be applicable to that appeal proceeding.

(Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28147 Ex. A; passed May 7, 2013: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.060 Program requirements.

A. Establishment of Annual SBE Goals. The SBE Regulations adopted pursuant to this chapter shall state reasonably achievable cumulative annual goals for utilization of SBEs in the provision of supplies, services, and public works procured by the City. Cumulative annual goals for the participation of SBEs in City contracts shall be based on the number of qualified SBEs operating within Pierce County or in a county that is adjacent to Pierce County or in a HUBZone in a county where the supplies, services and/or public works will be delivered or performed. The dollar value of all contracts awarded by the City to SBEs in the procurement of supplies, services, and public works shall be counted toward the accomplishment of the applicable SBE goal. The initial cumulative annual SBE goal for all public works, non-public works and improvements supplies and services procured by the City of Tacoma is 22 percent.

B. Revision of Annual SBE Goals. SBE utilization goals for supplies, services, and public works shall be reviewed annually to determine the total level of SBE participation reasonably attainable. If no certified SBEs are available to provide supplies, services, and/or public works, the dollar value of such supplies, services, or public works shall be exempt from the calculation of the cumulative annual goals set forth in the SBE Regulations. Proposed reduction of the cumulative annual SBE goals shall be in accordance with the SBE Regulations.

C. Application of SBE Goals to Contracts. The SBE Program Coordinator shall consult with City departments/divisions to establish the SBE goal for competitively solicited contracts of $25,000 and above, in accordance with this chapter and the SBE Regulations. No SBE goal will be established if no certified SBEs are available to provide supplies, services and/or public works.

D. Waivers. City departments/divisions or the SBE Program Coordinator may request to waive one or more of the requirements of this chapter as they apply to a particular contract or contracts. Waivers may be granted in any one or more of the following circumstances:

1. Emergency: The supplies, services and/or public works must be provided with such immediacy that neither the City nor the contractor can comply with the requirements herein. Such emergency and waiver must be documented by the department/division awarding the contract.

2. Not Practicable: Compliance with the requirements of this chapter would impose an unwarranted economic burden or risk to the City after consideration of existing budgetary approvals.

3. Sole source: The supplies, services, and/or public works are available from only one source, and subcontracting possibilities do not reasonably exist as determined by the finance purchasing manager.

4. Government purchasing. The City is a party to or included in a federal, state or inter-local government purchasing agreement as approved by the finance purchasing manager.

5. Lack of SBEs: An insufficient number of qualified SBE contractors exist to create SBE utilization opportunities.

6. Best interests of the City: Waiver of SBE goals is in the best interests of the City due to unforeseen circumstances, provided that said circumstances are set forth in writing by the requestor.

E. Review of Waivers. A waiver determination by the finance purchasing manager may be reviewed by the Board of Contracts and Awards (C&A Board). The C&A Board may also review a request to reduce or waive the SBE utilization goals based on Not Practicable or Best Interests of the City circumstances. The C&A Board shall determine whether compliance with such goals would impose unwarranted economic burden on, or risk to, the City of Tacoma as compared with the degree to which the purposes and policies of this chapter would be furthered by requiring compliance. If the determination of the C&A Board does not resolve the matter, a final determination shall be made by the City Council or Public Utility Board, as the case may be.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.070 Evaluation of submittals.

A. All submittals for a supplies, services, or public works and improvements contract valued at $25,000 or more shall be evaluated for attainment of the SBE goal established for that contract in accordance with this chapter and the SBE Regulations.

B. The determination of SBE usage and the calculation of SBE goal attainment per this section shall include the following considerations:

1. General. The dollar value of the contract awarded by the City to a SBE in the procurement of supplies, services, or public works shall be counted toward achievement of the SBE goal.

2. Supplies. A public works and improvements contractor may receive credit toward attainment of the SBE goal for expenditures for supplies obtained from a SBE; provided such SBE assumes the actual and contractual responsibility for delivering the supplies with its resources. The contractor may also receive credit toward attainment of the SBE goal for the amount of the commission paid to a SBE resulting from a supplies contract with the City; provided the SBE performs a commercially useful function in the process.

3. Services and Public Works subcontracts. Any bid by a certified SBE or a bidder that utilizes a certified SBE shall receive credit toward SBE goal attainment based on the percentage of SBE usage demonstrated in the bid. A contractor that utilizes a SBE-certified subcontractor to provide services or public works shall receive a credit toward the contractor's attainment of the SBE goal based on the value of the subcontract with that SBE.

4. Brokers, Fronts, or Similar Pass-Through Arrangements. SBEs acting as brokers, fronts, or similar pass-through arrangements (as such terms are defined in the SBE Regulations) shall not count toward SBE goal attainment unless the activity reflects normal industry practices and the broker performs a commercially useful function.

C. Evaluation of competitively solicited submittals for public works and improvements and for services when a SBE utilization goal has been established for the contract to be awarded shall be as follows:

1. When contract award is based on price. The lowest priced bid submitted by a responsive and responsible bidder will be reviewed to determine if it meets the SBE goal. Such low bid shall be determined to meet the SBE goal if the bidder is a certified SBE.

a. If the low bidder meets the SBE goal, the bid shall be presumed the lowest and best responsible bid for contract award.

b. If the lowest priced bid does not meet the SBE goal, but the bid of any other responsive and responsible bidder does, and such other bid(s) is or are priced within five percent of the lowest bid, then the following formula shall be applied to each such other bid:

$$\text{(Base Bid)} \left[\frac{\text{SBE Usage Percentages}}{\text{SBE Goal Percentages}} \text{ X (.05 X Low Base Bid)} \right] = \text{Evaluated Bid}$$

c. The lowest evaluated bid after applying said evaluation formula shall be presumed the lowest and best responsible bid for contract award.

d. In no event shall a bidder's evaluated bid price be adjusted more than 5 percent from its base bid price for purposes of contract award.

2. When contract award is based on qualifications or other performance criteria in addition to price. Solicitations shall utilize a scoring system that promotes participation by certified SBEs. Submittals by respondents determined to be qualified may be further evaluated based on price using the formula applicable to price based contract awards above. The SBE Regulations may establish further requirements and procedures for final selection and contract award, including:

a. Evaluation of solicitations for Architectural and Engineering (A&E) services;

b. Evaluation and selection of submittals in response to requests for proposals; and

c. Selection of contractors from pre-qualified roster(s).

D. Evaluation of competitively solicited submittals for supplies when no SBE utilization goal has been established for the contract to be awarded shall encourage SBE participation as follows:

1. A submittal from a responsive certified SBE that is priced within five percent of the otherwise lowest responsive bid shall be recommended for award. Otherwise, the lowest responsive bidder shall be recommended for contract award.

E. The SBE Regulations may establish further SBE goal evaluation requirements and procedures for award of contracts between $5,000 and $25,000.00 and for non-competitively solicited contracts. City departments/divisions shall use due diligence to encourage and obtain SBE participation for supplies, services, and public works contracts under $5,000.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.080 Contract compliance.

A. The contractor awarded a contract based on SBE participation shall, during the term of the contract, comply with the SBE goal established in said contract. To ensure compliance with this requirement following contract award, the following provisions apply:

1. Any substitutions for or failure to utilize SBEs projected to be used must be approved in advance by the SBE Program Coordinator. Substitution of one SBE with another shall be allowed where there has been a refusal to execute necessary agreements by the original SBE, a default on agreements previously made or other reasonable excuse; provided that the substitution does not increase the dollar amount of the bid.

2. Where it is shown that no other SBE is available as a substitute and that failure to secure participation by the SBE identified in the solicitation is not the fault of the respondent, substitution with a non-SBE shall be allowed; provided, that, the substitution does not increase the dollar amount of the bid.

3. If the SBE Program Coordinator determines that the contractor has not reasonably and actively pursued the use of replacement SBE(s), such contractor shall be deemed to be in non-compliance.

B. Record Keeping. All contracts shall require contractors to maintain relevant records and information necessary to document compliance with this chapter and the contractor's utilization of SBEs, and shall include the right of the City to inspect such records.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.090 Program monitoring.

A. The SBE Program Coordinator shall monitor compliance with all provisions of this chapter and the SBE Regulations. The SBE Program Coordinator shall establish procedures to collect data and monitor the effect of the provisions of this chapter to assure, insofar as is practical, that the remedies set forth herein do not disproportionately favor one or more racial, gender, ethnic, or other protected groups, and that the remedies do not remain in effect beyond the point that they are required to

eliminate the effects of under utilization in City contracting. The SBE Program Coordinator shall have the authority to obtain from City departments/divisions, respondents, and contractors such relevant records, documents, and other information as is reasonably necessary to determine compliance.

B. The SBE Program Coordinator shall submit an annual report to the Community and Economic Development Director, Director of Utilities, and the City Manager detailing performance of the program. The report shall document SBE utilization levels, waivers, proposed modifications to the program, and such other matters as may be specified in the SBE Regulations.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.100 Enforcement.

The Director, or his or her designee, may investigate the employment practices of contractors to determine whether or not the requirements of this chapter have been violated. Such investigation shall be conducted in accordance with the procedures established in the SBE Regulations.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.110 Remedies.

A. Upon receipt of a determination of contractor violation by the SBE Program Coordinator, the City Manager or Director of Utilities, as appropriate, may take the following actions, singly or together, as appropriate:

1. Forfeit the contractor's bid bond and/or performance bond;

2. Publish notice of the contractor's noncompliance;

3. Cancel, terminate, or suspend the contractor's contract, or portion thereof;

4. Withhold funds due contractor until compliance is achieved; and/or

5. Recommend appropriate action including, but not limited to, disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC;

B. Prior to exercise of any of the foregoing remedies, the City shall provide written notice to the contractor specifying the violation and the City's intent to exercise such remedy or remedies. The notice shall provide that each specified remedy becomes effective within ten business days of receipt unless the contractor appeals said action to the Hearing Examiner pursuant to Chapter 1.23 TMC.

C. When non-compliance with this chapter or the SBE Regulations has occurred, the SBE Program Coordinator and the department/division responsible for enforcement of the contract may allow continuation of the contract upon the contractor's development of a plan for compliance acceptable to the Director.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.120 Unlawful acts.

It shall be unlawful for any Person to willfully prevent or attempt to prevent, by intimidation, threats, coercion, or otherwise, any Person from complying with the provisions of this chapter.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.130 Severability.

If any section of this chapter or its application to any Person or circumstance is held invalid by a court of competent jurisdiction, then the remaining sections of this chapter, or the application of the provisions to other Persons or circumstances, shall not be affected.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.140 Sunset and review of program.

This chapter shall be in effect through and until December 31, 2019, unless the City Council shall determine at an earlier date that the requirements of this chapter are no longer necessary. If this chapter has not been repealed by July 1, 2019, the City Council shall determine by the end of that year whether substantial effects or lack of opportunity of SBEs remain true in the relevant market and whether, and for how long, some or all of the requirements of this chapter should remain in effect.

(Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

CONTRACT

Resolution No.
Contract No.

This Contract is made and entered into effective this _____ day of _____, 20 , ("Effective Date") by and between the City of Tacoma, a Municipal Corporation of the State of Washington ("City"), and ("Contractor").

That in consideration of the mutual promises and obligations hereinafter set forth the Parties hereto agree as follows:

I. Contractor shall fully execute and diligently and completely perform all work and provide all services and deliverables described herein and in the items listed below each of which are fully incorporated herein and which collectively are referred to as "Contract Documents":

1. Specification No. together with all authorized addenda.
2. Contractor's submittal (or specifically described portions thereof) dated submitted in response to Specification No. .
3. Describe with specific detail and list separately any other documents that will make up the contract (fee schedule, work schedule, authorized personnel etc.) or any other additional items mutually intended to be binding upon the parties.

In the event of a conflict or inconsistency between the terms and conditions contained in this document entitled Contract and any terms and conditions contained the above referenced Contract Documents the following order of precedence applies with the first listed item being the most controlling and the last listed item the least controlling:

1. Contract
2. List remaining Contract Documents in applicable controlling order

II. The total price to be paid by City for Contracts full and complete performance hereunder may not exceed: $ _____, plus applicable sales tax.

III. Contractor agrees to accept as full payment hereunder the amounts specified herein and in Contract Documents, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified. Except as may be otherwise provided herein or in Contract Documents Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work and providing the services and deliverables required by this Contract.

IV. Contractor acknowledges, and by signing this Contract agrees, that the Indemnification provisions set forth in the controlling Contract Documents, including the Industrial Insurance immunity waiver (if applicable), are totally and fully part of this Contract and, within the context of the competitive bidding laws, have been mutually negotiated by the Parties hereto.

V. Contractor and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the requirements contained herein and in Contract Documents.

VI. It is further provided that no liability shall attach to City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF, the Parties hereto have accepted and executed, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable.

CITY OF TACOMA:	CONTRACTOR:
By: _____ *Signature*	By: _____ *Signature*
By: _____ *Printed Name*	_____ *Printed Name*

Sample

By: _____ _____

Director of Finance *Title*

APPROVED AS TO FORM:

By: _____

City Attorney

Sample

TACOMA POWER, GENERATION SECTION
VENDOR PERFORMANCE REVIEW
(FOR INTERNAL RECOMMENDATION PURPOSES)

Material:		Spec. #
Description/Use:	Vendor:	
Engineer:	Customer:	

EVALUATION

Rate Each Area: EXCELLENT - 3 GOOD - 2 ACCEPTABLE - 1 INADEQUATE - 0

_____1. Communication: Problems/Delays

_____2. Timely response/information

_____3. Delivery as specified changes/

_____4. Delivery delays reasonable/justified

_____5. Material complied with specification

_____6. Timely supply of required paperwork

_____7. Overall workmanship quality

_____8. Resolution after delivery: Any areas not meeting specification

_____9. Response: Any necessary timely follow through after delivery to meet specification

_____10. Timely resolution of warranty problems

_____11. Satisfied with material delivered (Y/N)

_____12. Would you recommend purchasing from this vendor again (Y/N)

Comments (Clarification of Response)

Input by _____Review No. _____Date _____

REVIEW2.DOC

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 North, 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 to the main floor security desk; 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://wwp.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 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 – 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 Contact. 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 HISTORICALLY UNDER-UTILIZED BUSINESSES (HUB) 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 historically under-utilized business enterprises. Contact Tacoma's HUB coordinator at 253-502-8080 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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SPECIFICATION NO. PG17-0175N

TACOMA POWER

PROVIDE SMALL FORMAT INTERCHANGEABLE CORE MASTER KEY SYSTEM AS SPECIFIED FOR TACOMA POWER FACILITIES

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SPECIAL PROVISIONS

1. PROJECT DESCRIPTION

The City of Tacoma (City), Tacoma Public Utilities, dba Tacoma Power is seeking bid proposals from qualified firms to provide for the purchase and delivery of Best Access Solutions' Cormax™ Keys & Cores.

Best Access Solutions' has already committed to providing Tacoma Power with a Cormax™ X-Series keyway with one-digit zip code exclusivity. The patent on the specific keyway is valid through 2027.

Keys shall be stamped with Key #, Serial # and Do Not Duplicate, and cores shall be laser etched with Core # on the side of the core.

Bidders are required to bid on all items in the proposal. Failure to do so may deem your bid non-responsive.

2. MATERIAL SHIPPING QUANTITIES

Quantities called out in this bid are approximate and are subject to change. The contract resulting from this bid specification is to provide equipment as specified by Tacoma Power.

3. CONTRACT PERIOD

A. The City intends the initial contract will be in effect from the date of contract award through December 31, 2018, with two (2) two-year renewal options, upon mutual written agreement between the City and the vendor. Contract renewals shall be subject to section 11 – Price Escalation/De-Escalation.

B. The City reserves the right to cancel this contract for any reason within thirty (30) days written notice.

4. PROJECT ENGINEER/LEAD

A. The Project Engineer shall herein be referenced as Engineer in these specifications. All activities must be coordinated with the Engineer (John Glover, at 253-502-8354) once the Notice to Proceed is issued. Any changes to these specifications or plans shall be approved by the Engineer prior to commencing work.

B. Vendor technical inquires pertaining to this specification may be directed to the Engineer (John Glover, at 253-502-8354).

5. PROPOSAL ITEMS

A. Refer to the Proposal page for a listing of the required bid items.

6. QUALIFICATION OF VENDORS

A. Bidders must be experienced in this type of work, and have a record of successful completion of contracts of this type in order to be considered for this contract. The City will be the sole judge of the vendor's ability to meet the requirements of this paragraph.

B. Bidders must be Authorized Best Access Solutions Distributors with training and approval to use the BESTCode PCS Masterkey Code Management Tool. In addition, by submitting a bid, Bidder agrees to maintain its subscription and certifications to use BESTCode at its own cost.

C. Bidders agree to adhere to all relevant Best Access Solutions policies including, but not limited to, the following:
   - Best Access Solutions Masterkey Code & Masterkey Service Policy
   - Best Access Solutions Patented Masterkey System Distributor Agreement Addendum
   - Best Access Solutions Patented Key Systems Security Procedure
   - Best Access Solutions Patented Masterkey System Exclusive Keyway Addendum

D. Bidders must be located in the Seattle-Tacoma-Bellevue area in order to be considered for this contract

E. Bidders must have equipment, tools, and staff so as to be capable of combinating and recombinating Cormax cores and cutting Cormax keys.

F. Bidders are required to submit, on the attached Contractor's Record of Prior Contracts form, a minimum of three (3) references including date(s) and amount of contract, company name, contact person, and phone number.

G. Bidders are required to submit with each bid copy, current Best Access System Price Lists showing manufacturer's suggested list price for Best Cormax Cores, Cormax Keys, Mechanical Locks, Padlocks, and sofware. This price list shall govern sell prices for Best equipment through the initial contract period ending December 31, 2018.

7. EVALUATION OF BIDS

The award of this contract will not be based on cost alone as other factors and features are equally important. The contract will be awarded to the lowest responsible bidder complying with the specifications; provided such bid is reasonable and it is in the best interests of the City to accept.

The City, however, reserves the right to reject any and all bids and to waive any informalities in bids received. The City reserves the right to let the contract to the lowest responsive and responsible bidder whose bid will be most advantageous to the City, price and any other factors considered.

All other elements or factors, whether or not specifically provided for in this contract, which would affect the final cost to and the benefits to be derived by the City will be considered in determining the award of the contract. In addition, the bid evaluation factors set forth in City Code Section 1.06.262 may be considered by the City. The conclusive award decision will be based on the best interests of the City. The engineer's decision as to which vendor best meets the City's need will be final.

In addition to the Standard Terms and Conditions Section 1.06, the following factors will be used in bid evaluation:

A. Compliance with specification.

B. Proposal prices, listed separately, as well as a lump sum total.

C. Time of delivery.

D. Vendor's response to Proposal Notice questionnaire page.

E. Vendor's responsibility based on, but not limited to:

1. Ability, capacity, organization, technical qualifications and skill to perform the contract or produce the services required

2. References, judgment, experience, efficiency, and stability
3. Whether the material request can be delivered within the time specified
4. Quality of performance of previous contracts or services

8. CONTRACT USAGE

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.

The City retains the right to award to one (1) or more bidders or as best advantageous to the City.

9. QUANTITIES

The City reserves the right to increase or decrease quantities under this contract and pay according to the unit prices in accordance with the attached specifications and as listed in the proposal.

10. DELIVERY DATE / EXCEPTIONS

The vendor must state in the proposal section the number of days after the date the purchase order is received or after the date of notification to make delivery that they will guarantee delivery of the first order. Notification of delivery quantities may either be by letter or, via phone or fax from contact person in Section – Project Coordination.

The vendor shall include with the bid proposal any exceptions or additions to the terms or conditions contained in this specification that apply to their bid. These terms shall include a schedule of delivery. All statements regarding exceptions shall be noted on the proposal notice page.

11. PRICE ESCALATION/DE-ESCALATION CLAUSE

The percent of discount, percent of mark-up, and quoted prices must be firm for the initial contract period, and will establish a base price against which the vendor may request price adjustments. All prices shall be FOB destination, freight pre-paid and added.

The City will consider one (1) annual price adjustment per (365 days) contract year after the initial contract period, when presented in advance and under the following conditions:

A. Vendor shall submit proposed price changes 30 days prior to end of each contract year. Written requests for price changes should be directed to: Mr. John Glover, at Tacoma Power/Generation, 3628 South 35th Street, Tacoma, Washington 98409.

B. Any proposed price increase must be beyond the control of the vendor and supported by written documentation from the manufacturer or wholesale distributor, indicating new higher cost adjustments in effect.

C. Price increases will be adjusted only to the amount of cost increase to the vendor.

D. No adjustment will be made for vendor profit margin.

E. The City is entitled to any promotional pricing during the contract period which is lower than pricing provided in the bid.

F. The City reserves the right to accept or reject all such price adjustments.

12. ADMINISTRATION - MEASUREMENT AND PAYMENT

A. UNIT QUANTITIES SPECIFIED

Quantities indicated in the proposal are for bidding and contract purposes only. Quantities and measurements supplied or placed in the work and verified by the engineer and vendor determine payment. Unless otherwise specified, the engineer and/or City's representative shall provide, in writing, to the vendor the quantities of purchase prior to acceptance of order.

The City reserves the right to delete any bid item from the contract by notifying the vendor in writing of its intent. In the event of deleted work, the vendor's sole compensation shall be the money due the vendor for materials that had been purchased and obtained by the vendor on an authorized written order prior to the deletion of the work.

B. CONTRACT PRICE

The total cost from the percent of discount, percent of mark-up from the manufacturer's listed price, and the unit bid prices shall be full and complete compensation for the contract work stated, together with all appurtenances incidental thereto, including materials, equipment, tools, labor, and all the costs to the vendor for completing the contract in accordance with the plans, specifications, and instructions of the engineer.

In all cases, the total cost for all items based on the percent of discount and/or mark-up percent shall be derived from the most current manufacturer's suggested list price.

C. PROPOSAL ITEMS

Example Proposal Item 1 – Sielox Total List Price $175,000. If the vendor lists a 30% discount, the total cost would be $175,000 minus $52,500 for a total cost of $122,500.

ITEM 1 BEST ACCESS SYSTEMS' CORMAX CORES & KEYS (COMBINATED)

NOTE: Bidders are required to bid on Item 1 listed on the Proposal Pages. Bidders must bid to supply listed products at a discount rate off manufacturer's list price. No substitutions will be permitted.

Bids submitted that do not meet the requirements of this paragraph may be deemed non-responsive.

MEASUREMENT

Item 1 The total cost of Best Access Systems' Cormax Cores & Keys shall be measured based on MSRP of materials ordered less bidder's offered percent discount from list price.

PAYMENT

The total cost proposed by Bidder shall be full compensation for the supply and delivery of Item 1 Best Access Systems' Cormax Cores & Keys, as ordered in accordance with the attached specifications.

ITEM 2 BEST ACCESS SYSTEMS' CORMAX CORES & KEYS (UNCOMBINATED)

NOTE: Bidders are required to bid on Item 2 listed on the Proposal Pages. Bidders must bid to supply listed products at a discount rate off manufacturer's list price. No substitutions will be permitted.

Bids submitted that do not meet the requirements of this paragraph may be deemed non-responsive.

MEASUREMENT

Item 2 The total cost of Best Access Systems' Cormax Cores & Keys shall be measured based on MSRP of materials ordered less bidder's offered percent discount from list price.

PAYMENT

The total cost proposed by Bidder shall be full compensation for the supply and delivery of Item 1 Best Access Systems' Cormax Cores & Keys, as ordered in accordance with the attached specifications.

ITEM 3 BEST ACCESS SYSTEMS' MECHANICAL LOCKING HARDWARE

NOTE: Bidders are required to bid on Item 3 listed on the Proposal Pages. Bidders must bid to supply listed products at a discount rate off manufacturer's list price. No substitutions will be permitted.

Bids submitted that do not meet the requirements of this paragraph may be deemed non-responsive.

MEASUREMENT

Item 3 The total cost of Best Access Systems' Mechanical Locking Hardware shall be measured based on MSRP of materials ordered less bidder's offered percent discount from list price.

PAYMENT

The total cost proposed by Bidder shall be full compensation for the supply and delivery of Item 1 Best Access Systems' Mechanical Locking Hardware, as ordered in accordance with the attached specifications.

ITEM 4 FURNISH MISCELLANEOUS PRODUCT, AT COST PLUS

NOTE: Bidders are required to bid on Item 4 listed on the Proposal Pages. Bidders must bid to supply listed products at a discount rate off manufacturer's list price. No substitutions will be permitted.

In certain instances, Tacoma Power may have a necessity to order miscellaneous materials on a limited basis in conjunction with the products listed in Items 1-3. Said miscellaneous materials shall be furnished at cost plus the stated percent mark-up.

MEASUREMENT

Item 4 Furnish Miscellaneous Product, at Cost Plus, shall be measured per cost plus for each item ordered.

PAYMENT

The total cost proposed by Bidder shall be full compensation for the supply and delivery of Item 4 Furnish Miscellaneous Product at Cost Plus, as ordered in accordance with the attached specifications.

ITEM 5 BEST ACCESS SOLUTIONS' KEY MANAGEMENT SOFTWARE

NOTE: Bidders are required to bid on Item 5 listed on the Proposal Pages. Bidders must bid to supply listed products at a discount rate off manufacturer's list price. No substitutions will be permitted.

Bids submitted that do not meet the requirements of this paragraph may be deemed non-responsive.

MEASUREMENT

Item 5 The total cost of Best Access Solutions' Key Management software shall be measured based on MSRP of materials ordered less bidder's offered percent discount from list price.

PAYMENT

The total cost proposed by Bidder shall be full compensation for the supply and delivery of Item 5 Best Access Solutions' Key Management Software, as ordered in accordance with the attached specifications.

ITEM 6 BEST ACCESS SOLUTIONS' KEY STORAGE / INVENTORY CABINETS

NOTE: Bidders are required to bid on Item 6 listed on the Proposal Pages. Bidders must bid to supply listed products at a discount rate off manufacturer's list price. No substitutions will be permitted.

Bids submitted that do not meet the requirements of this paragraph may be deemed non-responsive.

MEASUREMENT

Item 6 The total cost of Best Access Solutions' Key Storage / Inventory Cabinets shall be measured based on MSRP of materials ordered less bidder's offered percent discount from list price.

PAYMENT

The total cost proposed by Bidder shall be full compensation for the supply and delivery of Item 6 Best Access Soutions' Key Storage / Inventory Cabinets, as ordered in accordance with the attached specifications.

ITEM 7 PROVIDE OFFSITE LOCKSMITH SERVICES (IN SHOP)

NOTE: Bidders are required to bid on Item 7 listed on the Proposal Pages. Bidders must bid to provide added value services as required to combinate and recombinate Cormax cores and cut Cormax keys.

Bids submitted that do not/can not meet the requirements of this paragraph may be deemed non-responsive.

MEASUREMENT

Item 7 Provide Offsite Locksmith Services (in shop), shall be measured per hour (HR) for all time spent performing in shop locksmith services.

PAYMENT

The per hour (HR) contract price shall be full compensation for all costs associated with shop labor as ordered. Overtime is not chargeable to Tacoma Power unless approved in advance by the engineer or project lead.

D. PAYMENTS

Refer to the Standard Terms and Conditions.

Payments shall be full compensation for all costs associated with Furnishing Material / Product, and are subject to the stipulations of these specifications and shall be as follows:

100-percent upon delivery of material / product

13. SUBSTITUTIONS

No substitutions allowed. Materials must be supplied as ordered to meet TPU equipment standards.

14. QUALITY OF MATERIAL WORKMANSHIP

Materials shall be delivered to the project site in the manufacturer's original containers, bundles or packages unopened with the seals unbroken and the labels intact.

All equipment to be provided under this contract shall conform to the latest applicable section of the Washington Administrative Code (WAC), but in no case shall be contrary to the laws of the State of Washington and/or Federal Government. The equipment supplied shall meet appropriate ANSI, OSHA, WISHA, SAE and all Federal, state, and local standards for the type of equipment provided for its intended use.

Unless otherwise noted in this specification, all materials and equipment incorporated into any item covered by the specification shall be new and of the most suited of their respective kinds for their intended use. All workmanship shall be in accordance with accepted industry construction practices.

15. GUARANTEES AND WARRANTIES

All guarantees, warranties, and/or agreements for such equipment and materials as carry such guarantees shall be provided to the City.

Equipment shall be warranted by the manufacturer to be free from all manufacturing defects and capable of providing satisfactory operation for a period of three (3) years (or longer, see Technical Specifications for additional warranty requirements) after the date of project acceptance. Vendor shall include in their bid all costs associated with this warranty to ensure that the warranty extends to three (3) years after the date of equipment delivery.

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16. PACKING AND SHIPPING

A. VENDOR RESPONSIBILITIES

The vendor shall be responsible for industry standard packing which conforms to requirements of carrier’s tariffs and ICC regulations. Containers must be clearly marked as to lot number, destination, address, engineer, and purchase order number and release number.

B. PREPARATION FOR SHIPMENT

All items shall be properly prepared for shipment.

All heavy parts shall be provided with skids to facilitate handling.

All heavy parts shall be securely boxed and identified as to content.

The vendor will be responsible for all damage to the shipment incurred in transit.

C. SHIPPING

Shipping as detailed under this paragraph will constitute the only shipping instructions under these specifications. All items shall be shipped F.O.B. to the destinations stated herein. A complete packing list must be included.

17. DELIVERY

This section revises Paragraph 1.13 of the Standard Terms and Conditions:

A. SHIPPING

The ordered materials shall be delivered to:

Tacoma Power
Generation
3628 South 35th Street
Tacoma, Washington 98409

Attention: John Glover

Notification must be received at least 48 hours prior to delivery.

Delivery is F.O.B. destination, freight pre-paid and allowed per Specification.

B. SHIPPING NOTICES AND INVOICES

Shipping notices shall be mailed to:

Tacoma Power
Generation
3628 South 35th Street
Tacoma, Washington 98409

Attention: John Glover*

Invoices shall be mailed* to:

Tacoma Power
Generation
3628 South 35th Street
Tacoma, Washington 98409

Attention: Contract Services

*In addition, invoices shall be emailed to jglover@cityoftacoma.org

18. INSPECTION

A. INSPECTION AND ACCEPTANCE

All goods are subject to final inspection and acceptance by the engineer. Material failing to meet the requirements of this contract will be held at vendor's risk and may be returned to vendor. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses are the responsibility of the vendor.

B. FACTORY INSPECTION

If deemed necessary by the engineer, an authorized representative shall be permitted to be present to witness the manufacture of bid items and/or perform a quality audit of the facility.

END OF SECTION