

EMAIL SUBMITTALS TO:
sendbid@cityoftacoma.org

**CITY OF TACOMA
REQUEST FOR BID**

BID NO.: PC20-0260N
BUYER: Erica Pierce
PHONE: 253-502-8332
FAX: 253-502-8372
DATE: 08/31/2020

SURPLUS PROPERTY SALE

BIDS will be received until **11:00 a.m., Wednesday, September 9th, 2020**

FOR: Purchase of items listed below. Weights and quantities are estimated. Items will be sold as-is and where-is, and in accordance with instructions attached hereto. Freight costs and arrangements are the responsibility of the bidder. Bids must be submitted on this form.

3628 S. 35th St.
LOCATION OF SURPLUS PROPERTY: Tacoma, WA 98409

VIEWING CONTACT: Ken Ostrus, 253-502-8408

QUANTITY	DESCRIPTION	UNIT PRICE		TOTAL	
	ALL PRICES QUOTED SHALL BE F.O.B. ORIGIN				
1 LOT	Lot# 1 – Pace Denali RNG150N HD Boxes – 480 each	\$XXXXXXX	LOT	\$ _____	_____
1 LOT	Lot# 2 – Pace/TiVo Mi3 – 560 each	\$XXXXXXX	LOT	\$ _____	_____
1 LOT	Lot# 3 – Motorla DCX-3510M HD DVR – 36 each	\$XXXXXXX	LOT	\$ _____	_____
	Potential Buyer must pay ALL Freight charges.				
	All Set-tops are placed on a pallet with cardboard edge pieces and rapped tight with several layers of stretch film.				
		Sub-Total:		\$ _____	_____
		Sales Tax:		\$ _____	_____
		Grand Total:		\$ _____	_____
	* SOLD AS IS - WHERE IS *				
	This Sale May be Subject to Council or Utility Board Approval				

Bidder certifies that this purchase is for resale in the regular course of business, or is to be used as an ingredient or component part of a new article of tangible personal property to be produced for sale, or is a chemical to be used in processing an article to be produced for sale.

Resale No.: _____

Signed: _____
(Authorized Signature as required)

If not applicable, Washington State sales tax will apply and will be added to the bid amount.

The Undersigned hereby agrees to purchase any or all items described above in accordance with conditions and instructions contained in this bid call:

Bidder: _____ Phone: _____

Address: _____ City/State/Zip: _____

Printed Name/Title _____ Fax: _____

Signed: _____ Date: _____

CITY OF TACOMA

GENERAL INSTRUCTIONS FOR BIDDING ON SURPLUS PROPERTY

Submittal Information

Sealed bids must be delivered to the office designated on the attached form, on or before the time mentioned thereon. Any bid received after the established opening time will not be considered, and will be returned to the bidder unopened.

When specified by the City, bids must be accompanied by a Certified or Cashier's check as a bid and performance guarantee (good faith deposit) in an amount not less than five percent (5%) of the amount of the bid, made payable to "Treasurer, City of Tacoma." Cash will not be accepted. Deposit checks will be returned to unsuccessful bidders after award of the bid to the successful bidder. The deposit of successful bidder shall be applied to the purchase price. If the successful bidder fails to consummate the purchase, such deposit shall be forfeited as liquidated damages to the City of Tacoma.

Bids must be valid for a minimum of 30 days after the opening date.

Bidders may inspect the items offered for sale at the location indicated on the attached form.

The City reserves the right to reject any or all bids received, to award any or all of the various items to separate bidders, to waive any informalities in the bids, and to award as best serves the interest of the City.

Disclaimer of Warranty

All items are sold AS-IS and WHERE-IS, with all faults. The Seller makes no warranty, express or implied with respect to the condition of the goods. SELLER SPECIFICALLY DISCLAIMS ANY AND ALL UCC WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Quantities/Payment

Unless otherwise indicated, quantities and/or weights are estimates only. Buyer shall not be entitled to any price adjustment in the event of variance in the estimated quantity. The total sale amount will be based on the unit prices quoted and the total quantity or weight as determined by scale weight at the time material is picked up.

Within one week from date of notification of award, the successful bidder must make payment in full for all items awarded. Payment for metals or other items that must be weighed shall be based on the estimated quantities as shown in the bid call, with final payment adjustment to be made based on actual weights picked up as ascertained by the scale tickets. All payments are to be by Certified or Cashier's check, made payable to "**Treasurer, City of Tacoma.**"

Any material, equipment or other items bid upon must be removed by the successful bidder within one week from date of notification of award, unless stated otherwise under special instructions. Material bid on may be added to by like material through normal course of operation of the City of Tacoma between the time of the bid opening and the time the salvage is picked up. However, all material in any designated bin or location must be removed during the normal course of pick-up by the successful bidder.

The successful bidder will be required to pay Washington State sales tax, unless he/she is a qualified dealer, in which case he/she must furnish his/her resale number, as indicated on the bid form.

Hazardous/Toxic Substances

The Buyer shall abide by all local, state and federal laws and regulations pertaining to the use, transport, handling, reclamation, and disposal of hazardous or toxic substances, including but not limited to the following: The Toxic Substance Control Act; the Resource Conservation and Recovery Act; the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Hazardous Waste Management Act; the Occupational Safety and Health Act; and the Washington Industrial Safety and Health Act.

Indemnification - Hold Harmless

Purchaser acknowledges that pursuant to the terms of this agreement, Purchaser is totally responsible for the safety of all persons and property in the performance of this contract. Purchaser assumes the risk of all damages, loss, cost, penalties and expense and agrees to indemnify, defend and hold harmless the City of Tacoma, from and against any and all liability which may accrue to or be sustained by the City of Tacoma on account of any claim, suit or legal action made or brought against the City of Tacoma for the death of or injury to persons (including Purchaser's or subcontractor's employees) or damage to property involving Purchaser, 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 the contract except for injuries or damages caused by the sole negligence of the City. In this regard, Purchaser recognizes that Purchaser is waiving immunity under Industrial Insurance Law, Title 51 RCW. This indemnification extends to the officials, officers and employees of the City and also includes attorney's fees and the cost of establishing the right to indemnification hereunder in favor of the City of Tacoma.



CITY OF TACOMA

SURPLUS PROPERTY DISPOSAL/SPECIFICATION NO. PC20-0260N
FROM (Dept): Click!
TO (Purchaser/Recipient):

Indemnification--Hold Harmless

Purchaser/Recipient acknowledges that pursuant to the terms of this agreement, Purchaser/Recipient is totally responsible for the safety of all persons and property in the performance of this contract. Purchaser/Recipient assumes the risk of all damages, loss, cost, penalties and expense and agrees to indemnify, defend and hold harmless the City of Tacoma, from and against any and all liability which may accrue to or be sustained by the City of Tacoma on account of any claim, suit or legal action made or brought against the City of Tacoma for the death of or injury to persons (including Purchaser/Recipient's or subcontractor's employees) or damage to property involving Purchaser/Recipient, 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 the contract except for injuries or damages caused by the sole negligence of the City. In this regard, Purchaser/Recipient recognizes that Purchaser/Recipient is waiving immunity under Industrial Insurance Law, Title 51 RCW. This indemnification extends to the officials, officers and employees of the City and also includes attorney's fees and the cost of establishing the right to indemnification thereunder in favor of the City of Tacoma.

ITEM: _____ **\$** _____

ITEM: _____ **\$** _____

ITEM: _____ **\$** _____

ITEM: _____ **\$** _____

PURCHASER/RECIPIENT: _____

ADDRESS: _____

CITY & STATE: _____ **ZIP CODE** _____

PHONE: _____

NAME: _____ **DATE:** _____

SIGNATURE: _____

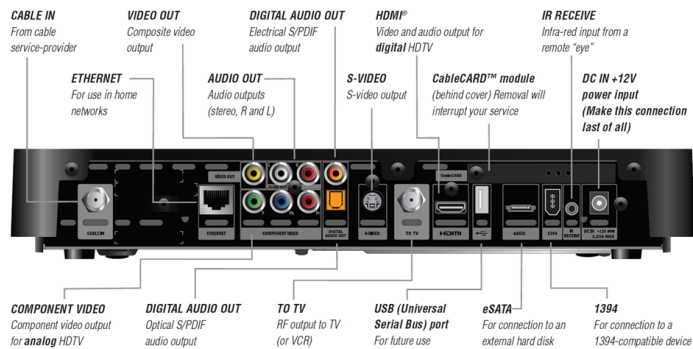
All items are sold/donated/salvaged AS-IS and WHERE-IS, with all faults. Freight costs and arrangements are the responsibility of the bidder. The City of Tacoma makes no warranty, express or implied, with respect to the condition of the goods. The City of Tacoma specifically **DISCLAIMS ANY AND ALL UCC WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

LOT# 1

Pace Denali RNG150N HD boxes with e-SATA port for external hard drive.

480 each (4 pallets)– New still in original shipping boxes

Pace Denali RNG150Nehouse



LOT #2

PACE/TiVo Mi3 MoCA Client, used as a 2nd, 3rd or 4th room set-top box that connects to the main TiVo MG1 or MG2 (Media Server) via MoCA connection. Will need a Cable company's TiVo service platform and does not work with Retail TiVo services.

560 each on 2 pallets, new still in original shipping boxes.

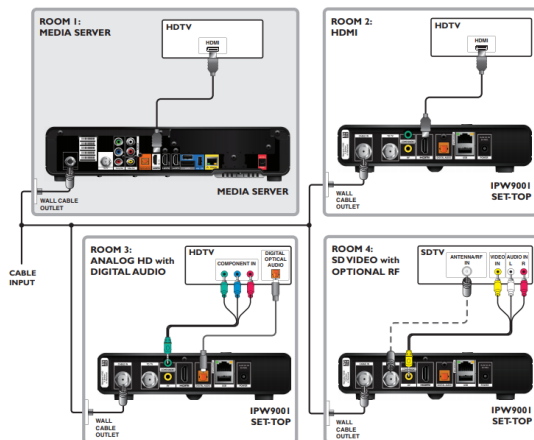
Pace Mi3

IPW9001



Connecting your equipment

The diagram below shows several possible setups for your set-top. Choose the setup that best matches the equipment you have. For further information, see page 7.



LOT #3

Motorola DCX-3510M HD DVR 500GB Dual Tuner DVR

36 each new still in the box



Bid Submittal Check Sheet

Your bid proposal must be received in the Purchasing Division by Wednesday, September 9th, 2020. Submittals are accepted by the following delivery methods: e-mail. The City accepts no responsibility for transmission errors.

E-mailed bid submittals are to be sent to sendbid@cityoftacoma.org for this solicitation. Please include the Collective Bid Number, PT20-0260N, 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.

The following items make up your bid submittal package:

1. Signed Bid Proposal Page

Failure to comply may result in your bid being declared non-responsive and rejected.

Documents required after award:

Payment
Hold Harmless Form
Resellers Certificate, if applicable



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

The Contractor (Contractor) shall maintain at least the minimum insurance set forth below. By requiring such minimum insurance, the City of Tacoma shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

1. GENERAL REQUIREMENTS

The following General Requirements apply to Contractor and to Subcontractor(s) of every tier performing services and/or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

- 1.1. City of Tacoma reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.
- 1.2. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City of Tacoma.
- 1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.4. Insurance policies required under this Contract that name "City of Tacoma" as Additional Insured shall:
 - 1.4.1. Be considered primary and non-contributory for all claims.
 - 1.4.2. Contain a "Separation of Insured provision and a "Waiver of Subrogation" clause in favor of City of Tacoma.
- 1.5. Section 1.4 above does not apply to contracts for purchasing supplies only.
- 1.6. Verification of coverage shall include:
 - 1.6.1. An ACORD certificate or equivalent.
 - 1.6.2. Copies of all endorsements naming the City of Tacoma as additional insured and showing the policy number.
 - 1.6.3. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.
- 1.7. Liability insurance policies, with the exception of Professional Liability and Workers' Compensation, shall name the City of Tacoma and its officers, elected officials, employees, agents, and authorized volunteers as additional insured.
 - 1.7.1. No specific person or department should be identified as the additional insured.
 - 1.7.2. All references on certificates of insurance and endorsements shall be listed as "City of Tacoma".
 - 1.7.3. The City of Tacoma shall be additional insured for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

37 04 13 or the equivalent for the full available limits of liability maintained by the Contractor irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the Certificate of Insurance describes limits lower than those maintained by the Contractor.

- 1.8. Contractor shall provide a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor provides the signed Contract for the work to City of Tacoma. Contractor shall provide copies of any applicable Additional Insured, Waiver of Subrogation, and Primary and Non-contributory endorsements. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.
- 1.9. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.
- 1.10. Liability insurance policies shall be written on an "occurrence" form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security
- 1.11. If coverage is approved and purchased on a "Claims-Made" basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.
- 1.12. The insurance must be written by companies licensed or authorized in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide www.ambest.com.
- 1.13. Contractor shall provide City of Tacoma notice of any cancellation or non-renewal of this required insurance within Thirty (30) calendar days.
- 1.14. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City of Tacoma may, after giving Five (5) business day notice to Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City of Tacoma by Contractor upon demand, or at the sole discretion of City of Tacoma, offset against funds due Contractor from City of Tacoma.
- 1.15. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.16. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has changed.



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

- 1.17. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.18. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.19. Failure by City of Tacoma to identify a deficiency in the insurance documentation provided by Contractor or failure of City of Tacoma to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.20. If Contractor is a State of Washington or local government and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

2. CONTRACTOR

As used herein, "Contractor" shall be the Supplier(s) entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise.

3. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage. Contractor shall provide evidence of such insurance upon City of Tacoma's request.

4. REQUIRED INSURANCE AND LIMITS

The insurance policies shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve Contractor from liability in excess of such limits.

4.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. The Commercial General Liability Insurance policy shall be written on an Insurance Services Office form CG 00 01 04 13 or its equivalent. Products and Completed Operations shall be maintained for a period of three years following Substantial Completion of the Work related to performing construction services.

This policy shall include product liability especially when a Contract solely is for purchasing supplies. The Commercial General Liability policy shall be endorsed to include:

- 4.1.1 A per project aggregate policy limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

4.2 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

equivalent. Contractor must also maintain an MCS 90 endorsement or equivalent and a CA 99 48 endorsement or equivalent if "Pollutants" are to be transported.

4.3 Workers' Compensation

4.3.1 Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states. The Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

4.4 Employers' Liability Insurance

Contractor shall maintain Employers' Liability coverage with limits not less than One Million Dollars (\$1,000,000) each employee, One Million Dollars (\$1,000,000) each accident, and One Million Dollars (\$1,000,000) policy limit.

4.5 Other Insurance

Other insurance may be deemed appropriate to cover risks and exposures related to the scope of work or changes to the scope of work required by City of Tacoma. The costs of such necessary and appropriate Insurance coverage shall be borne by Contractor.