



City of Tacoma, WA

TACOMA POWER
TRANSMISSION & DISTRIBUTION
REQUEST FOR PROPOSALS
ARC-RATED FLAME RESISTANT CLOTHING PROGRAM
SPECIFICATION NO. PT14-0496F



CITY OF TACOMA

REQUEST FOR PROPOSALS

FOR

NO. PT14-0496F

Arc-Rated Flame Resistant Clothing Program

TACOMA PUBLIC UTILITIES, LIGHT DIVISION
d.b.a. TACOMA POWER.

William A. Gaines
Director of Utilities/CEO

Theodore C. Coates
Power Superintendent/COO

Date: 11:00 a.m. Tuesday, December 16, 2014

Each proposal to be enclosed in a sealed envelope bearing the superscription

“Arc-Rated Flame Resistant Clothing Program”



City of Tacoma

REQUEST FOR PROPOSALS

Specification No. PT14-0496F
Department of Public Utilities - Tacoma Power
Arc-Rated Flame Resistant Clothing Program

The City of Tacoma is accepting **SEALED PROPOSALS** for the above solicitation. Submittals will be received and time stamped only at the Purchasing Division, located in the Tacoma Public Utilities Administration Building North, Main Floor, 3628 South 35th Street, Tacoma, WA 98409.

Proposals will be received until **11:00 a.m., Pacific Time, Tuesday, December 16, 2014**, at which time they will be recorded and forwarded to a Selection Advisory Committee for evaluation. Proposals are not typically opened and read aloud.

An electronic copy of the complete solicitation documents may be viewed and obtained by accessing the City of Tacoma Purchasing website at www.TacomaPurchasing.org. A list of vendors registered for this solicitation is also available at the website. After 1:00 p.m. the day of bid opening, the names of vendors submitting proposals are posted to the website for public viewing.

A pre-proposal meeting will be held at 10:00 a.m., Thursday, December 4, 2014, in Conference Room G1 located on the ground floor of the Tacoma Public Utilities Administration Building North, 3628 South 35th Street, Tacoma, WA. The purpose of the pre-proposal meeting is to answer questions about this solicitation and any special or technical requirements.

Project Scope: The City of Tacoma, Department of Public Utilities, Tacoma Power is soliciting for proposals from qualified firms to provide arc-rated flame resistant clothing. Supply of clothing will be on an as-needed basis for employees performing work on or near electrical components that have the potential to expose workers to electric arc flash hazards.

Estimate: Three-year contract - \$300,000

Additional information regarding the specifications may be obtained by contacting Kimberlie Kerner via email to kkerner@cityoftacoma.org.

CITY OF TACOMA

Patsy Best
Interim Procurement and Payables Division Manager


Kim Kerner
Senior Buyer

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.

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SUBMITTAL CHECKLIST

	<p>Provide the following items in a sealed package labeled with the specification number, specification title, and Respondent name and address per the instruction in Section 5.01. These items, make up your submittal package:</p> <p>Confidential information to be identified and indexed as indicated in 5.01.3.</p> <p><i>(Please do not include the entire specification document with your submittal.)</i></p>	
1	<p>Signature Page (Page 8), with <u>ink signature</u>, including acknowledgement of any addenda.</p> <p>This form is intended to serve as your cover page. <i>Do not alter this page in any way or add to letterhead paper or present cover letters or blank pages ahead of it.</i></p>	
2	Proposal Conditions Sheet (Page 9)	
3	Proposal Minimum Qualifications Sheet (Page 10)	
4	<p>Submittal of Proposal: (Page 29)</p> <p><i>Presentation materials are to be organized and identified per section 5.01. In addition to a clearly marked original, five (5) bound copies of the proposal are required.</i></p>	
5	<p>Proposal Content: (Page 30)</p> <p><i>Specific attention is called to the following items identified within Section 5.02 to be included in your submittal:</i></p> <ul style="list-style-type: none"> <input type="checkbox"/> Example of Monthly Record Keeping Report (Section 5.02.1C; page 31) <input type="checkbox"/> Example of Invoice (Section 5.02.1D; page 32) <input type="checkbox"/> List of Key Personnel (Section 5.02.1E; page 32) <input type="checkbox"/> List of References (Section 5.02.3; page 34) <input type="checkbox"/> Sample of "Core" Catalog (Section 5.02.4A; page 34) <input type="checkbox"/> List of Origin of Fabrics and Assembly Location of Garments (Section 5.02.4C; page 35) 	
6	<p>Tacoma Power "Core" Catalog (Appendix #1)</p> <p><i>Pricing and garment Information is to be supplied on the sheets provided or the Respondent may format the requested information into their own bid sheets.</i></p>	
<p>After award approval, the following documents will be required:</p>		
1	<p>Contract (Section 7.05; page 43)</p> <p>Supplier is required to enter into a contract incorporating terms and conditions contained herein.</p>	
2	<p>Certificate of Insurance and applicable endorsements (Section 6.03; page 37 and Appendix #2)</p>	

SUBMITTAL INSTRUCTIONS

PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 10:00 a.m. on Thursday, **December 4, 2014**, in Conference Room G-1, located on the ground floor of the Tacoma Public Utilities Administrative Building North, 3628 S 35th St, Tacoma, WA. It is recommended that interested parties attend the pre-proposal meeting, but not a requirement.

PRE-SUBMITTAL QUESTIONS

- A. Questions and requests for clarification of these Specifications may be submitted in writing via email by **3:00 p.m., Pacific Time, December 5, 2014**, to the Purchasing contact listed below. Questions received after this date and time may not be answered.
1. Please indicate the RFP specification number and title in the email subject line.
 2. Present your questions in MS Word format or directly in the body of the email message. If applicable, cross reference the specific section of the RFP.
 3. Questions will not be accepted by telephone or fax.
 4. Questions marked confidential will not be answered.
 5. Individual answers will not be provided directly to Respondents.
 6. The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.
 7. The City will not be responsible for unsuccessful submittal of questions.
- B. Written answers to questions will be posted with the Specification on or about **December 8, 2014**, on the Purchasing website at www.TacomaPurchasing.org: Navigate to *Contracting Opportunities / Supplies Solicitations*, and scroll to this RFP. A notice will not be posted with the Specification if no questions are received.
- C. To receive notice of the posted answers, you must register as "[bid holder](#)" for this solicitation. Notices will not be sent if no questions are received.
- D. The answers are not typically considered an addendum.

Communication	Addressee
Direct all questions regarding Specification PT14-0496F to:	Kimberlie Kerner Senior Buyer kkerner@cityoftacoma.org - email

REVISIONS TO SPECIFICATIONS

In the event it becomes necessary to revise any part of this RFP, addenda will be issued to registered plan holders and posted on the Purchasing website at www.TacomaPurchasing.org. Failure to acknowledge addenda may result in a submittal being deemed non-responsive.

Answers in response to Pre-submittal questions (prior paragraph) are not typically provided as an addendum.

RESPONSIVENESS

Respondents agree to provide 60 days for acceptance from the submittal deadline.

Submittals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFP. The Respondent is specifically notified that failure to comply with any part of this RFP may result in rejection of the submittal as non-responsive. The City reserves the right, in its sole discretion, to waive irregularities deemed to be immaterial. The City also reserves the right to not award a contract or to issue a subsequent RFP.

The final selections, if any, will be that submittal which, after review and in the sole judgment of City, best meets the requirements set forth in this RFP.

SIGNATURE PAGE

CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES

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 Building North, Main Floor, at 3628 South 35th Street, Tacoma, WA 98409. **See the Request for Proposals page near the beginning of the specification for additional details.**

REQUEST FOR PROPOSALS SPECIFICATION NO. PT14-0496F

Arc-Rated Flame Resistant Clothing Program

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

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

E-Mail Address

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

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

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

Addendum acknowledgement #1_____ #2_____ #3_____ #4_____ #5_____

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.



EXCEPTIONS TO TERMS OF RFP

Exceptions, if any, may be submitted in the space provided below or in an alternate format. If an alternate format is chosen, the exceptions must be listed on a separate sheet clearly identified within your submittal.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Per Section 5.02.5 an additional charge will be allowed on garment sizes identified to be outside of the blended/singular price. List below the dollar amount to be added to each item considered to be "Oversized."

1. Shirts, Henleys, Sweatshirts, Jackets \$_____ per garment
2. Pants, Overalls, Coveralls \$_____ per garment

PROPOSAL - MINIMUM QUALIFICATIONS

Responses must clearly show compliance to the minimum qualifications listed in Section 3.05. Those submittals that are not clearly responsive to these minimum qualifications may be rejected by the City without further consideration:

- 1) Are you an authorized reseller/distributor of Carhartt brand arc-rated clothing?

Yes: ____ **No:** ____

- 2) Does your firm have the capability to take orders online, over-the-phone and by email?

Yes: ____ **No:** ____

- 3) Are the garments offered in your proposal supplied by manufacturers that have at least two years previous experience producing arc-rated clothing?

Yes: ____ **No:** ____

- 4) Are the garments offered in your proposal supplied by manufacturers who have been in business for five consecutive years, without interruption?

Yes: ____ **No:** ____

- 5) Has your firm had a contract terminated for default in the last five years? Termination for default is defined as notice to stop performance delivered to the Respondent due to the Respondent's non-performance or poor performance.

Yes: ____ **No:** ____

Optional Comments:

CITY STANDARD TERMS AND CONDITIONS
SECTION 1 SOLICITATION & 2 SUPPLIES

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

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

1.01 DELIVERY OF SUBMITTALS TO THE CITY'S PURCHASING DIVISION

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

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

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

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

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

1.02 WITHDRAWAL OF SUBMITTALS

A. Prior to Submittal Deadline (Bid Opening)

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

B. After Submittal Deadline

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

1.03 SUBMITTAL IS NON-COLLUSIVE

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

1.04 OPENING AND ACCEPTANCE OF SUBMITTALS

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

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

1.05 RIGHT TO REJECT

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

A. Requests for Proposals (RFP)

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

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

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

1.06 EVALUATION OF SUBMITTALS

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

A. Evaluation Factors

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

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

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

B. Cash Discount

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

1.07 COMPLETION OF CITY FORMS

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

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

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

1.08 CORRECTION OF AMBIGUITIES AND OBVIOUS ERRORS

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

1.09 CLARIFICATION OF SPECIFICATION

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

1.10 ALTERATIONS NOT ALLOWED

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

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

1.11 INSERTION OF MATERIAL CONFLICTING WITH SPECIFICATIONS

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

1.12 FIRM PRICES/ESCALATION

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

1.13 SHIPPING

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

1.14 LEGAL HOLIDAYS

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

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

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

1.15 TAXES

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

A. Federal Excise Tax

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

B. State and Local Sales Tax

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

C. City of Tacoma Business and Occupation Tax

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

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

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

D. Any or All Other Taxes

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

1.16 WASHINGTON BUSINESS LICENSE REQUIREMENT

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

1.17 PUBLIC DISCLOSURE

Washington State Public Disclosure Act (RCW 42.56 et seq.) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act. Documents submitted under this Specification are considered public records and, unless exempt from disclosure under the Act, will be made available for inspection and copying by the public in response to a public records request.

1.18 PROPRIETARY OR CONFIDENTIAL TRADE SECRET INFORMATION

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

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

1.19 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

1.20 LEGAL DISPUTES

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

1.21 PURCHASE ORDER TERMS AND CONDITIONS

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

1.22 RESPONDENT'S REFUSAL TO ENTER INTO CONTRACT

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

1.23 AWARD

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

1.24 FINAL AWARD DETERMINATION

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

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

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

2.01 SUPPLIER

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

2.02 ENTIRE AGREEMENT

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

2.03 APPROVED EQUALS

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

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

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

2.04 PRICE, RISK OF LOSS, DELIVERY

A. Firm Prices/Risk of Loss

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

B. Delivery

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

2.05 PACKING SLIPS, SHIPPING NOTICES AND INVOICES

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

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

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

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

2.06 PAYMENT TERMS

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

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

2.07 INCREASE OR DECREASE IN QUANTITIES

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

2.08 EXTENSION OF CONTRACT

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

2.09 ADDITIONAL CITY CONTRACTS

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

2.10 COMPARATIVE PRICING

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

2.11 CHANGES

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

2.12 COOPERATIVE PURCHASING

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

2.13 WARRANTIES/GUARANTEE

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

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

2.14 PATENTS, TRADEMARKS AND COPYRIGHTS

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

2.15 DEFAULT

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

2.16 TAXES, LICENSES, PERMITS

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

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

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

2.17 FEDERAL, STATE AND MUNICIPAL LAWS AND REGULATIONS

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

2.18 SMALL BUSINESS ENTERPRISE (SBE) PROGRAM AND EQUAL OPPORTUNITY

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

2.19 NONDISCRIMINATION

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

2.20 PREVAILING WAGES PAID – IF REQUIRED

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

2.21 CONFLICT OF INTEREST

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

2.22 RIGHT TO AUDIT

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

2.23 TERMINATION

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

2.24 INDEMNIFICATION – HOLD HARMLESS

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

2.25 PUBLIC DISCLOSURE

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

2.26 DISPUTE RESOLUTION

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

2.27 GOVERNING LAW AND VENUE

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

2.28 ASSIGNMENT

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

2.29 WAIVER

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

2.30 SEVERABILITY AND SURVIVAL

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

2.31 CONFLICT WITH CONTRACT

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

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SECTION III – GENERAL INFORMATION

3.01 – SCOPE OF WORK

The City of Tacoma (City), Department of Public Utilities, Power Division, is soliciting proposals from firms experienced in the supply of arc-rated clothing and who are able to support a maintenance/replacement program for approximately 235 employees.

Tacoma Power is replacing an expiring agreement for supply of protective clothing meeting the requirements of OSHA Rules 1910.269(i)(6). For this contract it is expected that the vendor will provide timely customer service, web based ordering system, layering recommendations, garment inspection and instructions on the care and maintenance of arc-rated garments. Providing of arc-rated clothing shall also consist of: sizing, delivering, returning/exchanging and maintaining record of transactions.

The selected vendor will maintain a “Core” program catalog of approved items as outlined in Section 5.02.1B. The “Core” catalog will be utilized for purchases with City of Tacoma funds for replacement clothing for current employees and clothing for newly hired employees. In addition, the vendor will maintain an “Employee Purchase” program catalog as outlined in Section 5.02.1B.1. This catalog will contain an additional selection of arc-rated items approved by Tacoma Power beyond those contained in the “Core” catalog. Items within this catalog will be available for employee purchase using their own funds. Garments shipped from any catalog will be delivered to the Tacoma Power Warehouse at 3628 S 35th St, Tacoma, WA, 98409.

With this solicitation, the City intends to award a single contract and does not anticipate award to multiple companies. Regardless, the City reserves the right to award to one or more vendors, or make no award, in the best interest of the City.

3.02 – PRE-PROPOSAL MEETING

A pre-proposal meeting will be held to answer questions about this solicitation and review special or technical requirements.

Date	Thursday December 4, 2014
Time	10:00 a.m.
Location	Tacoma Public Utilities Administration Building North 3628 South 35 th Street Tacoma, WA 98409
Room	Conference Room G-1 (Ground Floor)

3.02.1 – MEETING CONTACT

Please contact Roberta Cox to confirm your attendance.

Phone 253-396-3156

email rcox@cityoftacoma.org

3.02.2 – DIRECTIONS TO THE ADMINISTRATIVE BUILDING

For a map to the administrative building refer to:

<http://www.mytpu.org/contact/default.htm>

3.03 – CALENDAR OF EVENTS

The anticipated schedule of events concerning this RFP is as follows. A final contract is subject to approval by the Tacoma Public Utility Board.

Publish and issue RFP	Week of November 24, 2014
Pre-Proposal Meeting, 10:00 a.m.	December 4, 2014
Questions Due, 3:00 p.m.	December 5, 2014
Questions and Answers Posted	December 8, 2014
Submittal Deadline, 11:00 a.m.	December 16, 2014
Interviews/Presentations (if held)	Week of January 26, 2015
Contract Negotiation	Week of February 2, 2015
Public Utility Board Consideration of Award	February 25, 2015

These are tentative dates and are subject to change. The City reserves the right to adjust these dates as needed.

3.04 – TERM OF CONTRACT

The term of the contract will be three (3) years from the date of initiation of the contract (Section 7.05). Following determination of satisfactory performance, a single two-year extension may be considered upon mutual agreement of both parties. The extension term, if pursued, will be at the same terms and conditions of the original contract.

3.05 – MINIMUM QUALIFICATIONS

Below are the minimum vendor qualifications that will be considered for this solicitation.

- Supplier must be an authorized reseller/distributor of Carhartt brand arc-rated clothing.
- Supplier must have the capability to take orders online, over-the-phone and by email.
- Clothing manufacturers must have at least two years previous experience producing arc-rated garments at the time of submittal of proposal.
- Clothing manufacturers must have been in business for five consecutive years, without interruption at the time of submittal of proposal.

3.06 – DEFINITIONS

For the purposes of this specification, the following definitions shall apply:

Term	Definition
BIDDER/RESPONDENT/ PROPOSER	A potential Supplier offering a proposal to supply a service and/or materials in accordance with this specification.
CITY	The City of Tacoma, Tacoma Power.
SERVICE	The scope of work to be completed under this contract in accordance with this specification.
SUPPLIER/CONTRACTOR	The Respondent(s) awarded a contract pursuant to this Specification.
SPECIFICATION	This document, detailing the scope of service required.
CONTRACT MANAGER	City representative administering the contract.
DELIVERY TIME	The length of time starting at the date of City release of a purchase order and ending at the time that the item(s) are received at the City.

SECTION IV – TECHNICAL SPECIFICATIONS

4.01 – ARC RESISTANCE REQUIREMENTS

NOTE: It is not enough that the material from which an item has been manufactured meets the requirements of ASTM Standard F1506. The item as assembled by the manufacturer must have been tested and shown to meet and/or exceed ASTM Standard F1959 by an independent testing consultant.

4.01.1 – STANDARDS

- ❑ ASTM F1506-10a
 - 2010-October • Active/Current •
Standard Performance Specification for Flame Resistant Textile Materials for Wearing Apparel for Use by Electrical Workers Exposed to Momentary Electric Arc and Related Thermal Hazards
- ❑ ASTM F1959 / F1959M-14
 - 2014-April • Active/Current •
Standard Test Method for Determining the Arc Rating of Materials for Clothing
- ❑ ASTM F2302-08
 - 2008-MAY • Active/Current •
Standard Performance Specification for Labeling Protective Clothing as Heat and Flame Resistant

4.01.2 – MATERIALS

All fabrics and threads used to assemble the clothing offered in your proposal must be manufactured within the United States or Canada. The location of final assembly of the clothing is not restricted. Respondent shall include documentation on the origin of fabrics and the location of assembly of garments offered in its proposal as described in Section 5.02.4C. If the Supplier intends to change any manufacturing locations on this list during the course of the Contract, the Supplier will notify the City and receive approval prior to any substitution.

4.02 – ACCEPTABLE FABRICS

Following is the list of arc-rated fabrics that are approved for Tacoma Power garments. Other arc-rated fabrics may be accepted upon approval by Tacoma Power. Any alternate fabrics offered must be clearly identified within your proposal. The proposed alternate must include arc testing data reports in accordance with Section 4.03 and published evidence to support that the fabric meets and/or exceeds the technical requirements listed in these Specifications. Any alternate fabric proposed is subject to acceptance at the sole opinion of Tacoma Power. Such determinations remain the sole discretion of Tacoma Power.

Request for Proposals PT14-0496F Arc-Rated Flame Resistant Clothing Program

Manufacturer	Style	Hazard Risk Category (HRC)
DuPont	Protera	2
DuPont	Nomex & Nomex 2A	
Westex	UltraSoft / UltraSoft AC	
Mount Vernon Mills	Many styles available	
Innovative Textiles, Inc.	Reliant	
Miliken	Amplitude	
Invista	TECGEN	
TenCate	Tecasafe	
Optimer DRIFIRE	Many styles available	
Bulwark	Excel FR & Excel FR Comfortouch	
Bulwark	CoolTouch2	
Antex	Pyrosafe	
Condura	Cyberknit	

4.02.1 – TACOMA POWER ARC FLASH STUDY

During the course of the contract Tacoma Power expects to conduct an arc flash hazard analysis. A modification to the Arc Thermal Performance Value (ATPV) ratings specified for garments in the Tacoma Power program may be required based upon the results. Tacoma Power reserves the right to make adjustments to the calorie rating of garments upon written request to the Supplier and mutual negotiation of garment pricing at the same structure/profit margin as the original submittal.

4.03 – TEST REPORTS

Test results for each item offered must meet and/or exceed the requirements of ASTM Standard F1506. Test reports shall be made available upon request by Tacoma Power. Each test report shall be clearly labeled as to which item it applies to and the certified facility performing the testing.

4.03.1 – LAYERING OF CLOTHING

Documentation showing the summary effect of the layering of clothing items shall be provided “as is” available from the manufacturer during the term of the contract.

4.04 – LABELING

Each piece of arc-rated clothing shall include a permanent label, meeting the requirements of ASTM Standard F2302. A permanent label from the manufacturer shall be sewn on the inside of all garments and shall include the following:

1. Name of manufacturer
2. Style number of garment
3. Size of garment
4. ATPV (Cal/CM²)
5. Laundering instructions

4.05 – TACOMA POWER LOGO

With the exception of pants and bib overalls, garments identified within the “Core” catalog are required to include a Tacoma Power logo. Tacoma Power has various logo designs representative of the employee work location. The appropriate logo design will be specified at the time of order. Refer to Appendix #3 for a graphic depiction of all Tacoma Power logo designs.

The Tacoma Power logo shall be embroidered with material meeting and/or exceeding ASTM Standard F1506 and have been tested to meet or exceed the requirements of ASTM Standard F1959. The cost of the logo shall be included in the list price of the garment. Garments identified within the “Employee Purchase” catalog do not require the Tacoma Power logo.

4.05.1 – PLACEMENT OF LOGO

The logo shall be located on or above the left breast pocket of shirts, coveralls, sweatshirts/hoodies and jackets/coats. No logo is required on pants or bib overalls.

SECTION V – GENERAL INSTRUCTIONS

5.01 – SUBMITTAL OF PROPOSALS

5.01.1 – PRESENTATION OF PROPOSALS

Submittals must be sealed in an envelope or package labeled with the specification number, specification title, and Respondent name and address, and received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Proposals page or subsequent addenda. The City offices are not open for special mail or other delivery on weekends and City holidays.

5.01.1A – NUMBER OF COPIES

In addition to a clearly marked original, five (5) bound copies of your proposal are required to be delivered at the same time.

5.01.1B – ORGANIZATION OF PROPOSAL

The Respondent shall submit a proposal that clearly addresses their ability to provide the products and services described in Section 3.01 “Scope of Work.” This shall be accomplished by providing proposal content per the following instructions:

Proposals shall be organized according to the **six (6) subjects** listed below so that essential information can be located easily during the evaluation process. The information to be submitted by the Respondent within each listed subject is detailed within the paragraphs of Section 5.02. **The proposal shall be clearly organized and identified with labels and/or tabs for each subject.**

- 1) Services to be Provided**
- 2) Qualifications and Experience**
- 3) References**
- 4) Catalog**
- 5) Pricing**
- 6) Warranty Provisions**

5.01.2 – PROPOSALS SENT BY MAIL

Proposals may be submitted by mail or delivered in person. The Respondent is solely responsible for timely delivery of its proposal regardless of the method or carrier used for delivery.

5.01.3 – CONFIDENTIAL OR PROPRIETARY INFORMATION

Information that is confidential or proprietary must be clearly marked on each affected page. Further, an index must be provided indicating the affected page number(s) and location(s) of all such identified material. Information not included in said index will not be reviewed for confidentiality or as proprietary before release. See items 1.17 and 1.18 of the Standard Terms and Conditions Section 1 – Solicitation.

5.01.4 – PARTNERSHIPS

The City will allow firms to partner in order to respond to this RFP. Respondents may team under a Prime Respondent's submittal in order to provide responses to all sections in a single submission; however, each Respondent's participation must be clearly delineated by section. The Prime Respondent will be considered the responding vendor and the responsible party at contract award. All contract negotiations will be conducted with the Prime Respondent. Any agreements between the Prime Respondent and other companies will not be a part of the Contract between the City and the Prime Respondent.

5.02 – PROPOSAL CONTENT

RFP responses must address the specific information requested throughout Section 5.02 and will be evaluated as described in Section 7.01.

5.02.1 – SERVICES TO BE PROVIDED (SUBJECT 1)

Respondents shall describe in detail the services their firm intends to provide under this contract. The ideal Respondent will offer a user-friendly and efficient process for Fitting, Order and Delivery, Record Keeping and Invoicing. Demonstrated timely, responsive, and courteous customer service is a highly valued requirement of the RFP.

At a minimum the following topics should be addressed:

5.02.1A – FITTING OF ARC RATED CLOTHING

Describe in detail how your firm will address the correct fittings for Tacoma Power employees throughout the term of the contract. Fitting requests will be coordinated with the Supplier and held on-site at Tacoma Power.

5.02.1B – ORDER AND DELIVERY PROCESS

Proposals shall offer a descriptive outline of the order and delivery process for items listed within the Tacoma Power "Core" catalog. Orders for items listed in the "Core" catalog will be submitted to the Supplier by Tacoma Power program coordinators. These garments will be purchased with City of Tacoma funds.

Describe all actions that take place from the time an order is placed, until it reaches the end user.

Details shall include the following:

- ❑ List the location of your company, main warehouse/s, and facility from which the arc-rated clothing will be distributed.
- ❑ Provide lead times from receipt of order to delivery, quality control measures, ability to fulfill rush orders, shipment process, available options for Supplier held inventory, etc.
- ❑ Describe the customer service representation available during the order/delivery process. Describe the capabilities your firm possess to provide problem solving solutions and respond to customer inquiries.
- ❑ Identify your firm's ability to track order status including items on back order and the process for returns/exchanges.

The format and configuration of the "Core" catalog order mechanism shall be provided in section 5.02.4A of your proposal.

5.02.1B.1 – “EMPLOYEE PURCHASE” CATALOG ORDERS

In addition to the order and delivery process for items within the “Core” catalog, the Respondent shall propose a process for employee purchases of items listed within the “Employee Purchase” catalog. This catalog will contain additional garment options outside of the “Core” catalog that have been approved by Tacoma Power for employee wear. Orders of items within this catalog will be made by Tacoma Power employees with their own funds.

In this section of the proposal Tacoma Power will consider concepts regarding the employee purchase catalog proposed by the Respondent.

Topics should include the following:

- Employee self-order process.
- The ability for each employee to track the progress of their orders.
- A reputable credit card purchasing mechanism that insulates the City from individual employee credit card numbers.
- Any available local source(s) or retail outlet(s) available to employees for items within the catalog.
- Return/exchange process between the Supplier(s) and employee that will not involve additional oversight by Tacoma Power staff.

The specific garments to be included in the “Employee Purchase” catalog will be determined jointly between the selected Supplier and Tacoma Power following award of a contract.

5.02.1C – RECORD KEEPING

Reports will be supplied to Tacoma Power on a monthly basis to show order activity.

Respondent shall include with its proposal an applicable example of how the records for each employee will be maintained.

Details should include the following:

- ☐ Number of garments ordered per employee name
- ☐ Number of garments per clothing item number
- ☐ Total number of garments ordered per report period
- ☐ Total number of garments in delayed delivery status
- ☐ Total charges for report period
- ☐ Total charges for contract

Monthly reporting will be required only for purchases of items within the “Core” catalog. Upon request the Supplier shall have the ability to provide order information for items obtained through the “Employee Purchase” catalog.

5.02.1D – INVOICING

Respondent shall provide with its proposal applicable examples of invoices that will be submitted to Tacoma Power on a weekly basis for payment. The selection committee will be looking for ease of interpretation and flexibility.

Invoices shall include the following information in an uncluttered and easy to follow format.

- ☐ Employee Name
- ☐ Detail of items requested during the billing period to include:
 - ☐ Price
 - ☐ Item Number
 - ☐ Size
 - ☐ Description
 - ☐ Quantity
- ☐ Summary of charges for the billing period
- ☐ Sales Tax
- ☐ The appropriate accounting numbers for both firms:
 - ☐ Tacoma Power Contract Number (for RFP use Order #100000ABCDE)
 - ☐ The Proposer (Internal tracking or account number)

5.02.1E – LISTING OF KEY PERSONNEL

List key personnel that will be assigned to service the Tacoma Power account.

- ☐ Identify the Account Manager assigned to Tacoma Power. Describe his or her qualifications and experience performing work of similar magnitude and nature as described in these specifications.
- ☐ List the sales/customer service representative/s and their availability to perform on-site support, problem resolution and garment care/maintenance instruction.
- ☐ Provide information on the individual at your firm that can provide technical expertise related to arc-rated fabrics and testing procedures.
- ☐ Identify a key contact that is able to comment on arc-rated industry standards.

The Respondent agrees that key personnel identified will, in fact, be the key personnel to perform during the life of this contract. Should key personnel become unavailable for any reason, the Supplier(s) shall provide suitable replacement personnel, subject to the approval of the City. Substantial organizational or personnel changes within the agency are expected to be communicated immediately. Failure to do so could result in cancellation of the Contract.

5.02.1F – ADDITIONAL SERVICES

- ❑ Describe the process your firm will use to provide instruction on the manufacturer's recommendations on the care, maintenance and repair of garments.
 - The Supplier shall have the capability to provide on-site training sessions during the course of the contract providing information on the care and laundering of garments.
 - If it is determined that an interview/presentation process will be conducted according to Section 7.03, finalists may be requested to provide an outline of their typical training curriculum.
- ❑ The Supplier shall have the capability to evaluate damaged or worn arc-rated clothing upon request. Submit a detailed description of your firm's evaluation protocol for determining if an arc-rated garment should be replaced.
- ❑ Describe any multi-layer fabric arc testing conducted by, or for your firm. Provide any multi-layer test data that would be available pertaining to Tacoma Power approved fabrics as listed in Section 4.02. Layering reports pertaining to garments identified within the "Core" catalog is of interest to Tacoma Power and would receive additional consideration in this area of your proposal.
- ❑ Describe any related additional products and services of benefit to the City not specifically required in this RFP, but which the Supplier offers to provide.

5.02.2 – QUALIFICATIONS AND EXPERIENCE (SUBJECT 2)

Submittals must meet the minimum qualifications as listed in Section 3.05. The ideal Respondent will offer a full line of arc-rated clothing for both men and women meeting the requirements as described in this RFP and include a variety of:

- ❑ Shirts
- ❑ Pants/bib overalls
- ❑ Sweatshirts/henleys
- ❑ Coveralls
- ❑ Jackets/coats

Respondent shall describe in detail the experience and expertise their firm possesses in providing arc-rated clothing in this section of its proposal. State the length of time the company has been involved in supplying arc-rated clothing in a similar nature and magnitude to that described in this RFP.

State the total length of time the company has been in business without interruption and the length of time the company has been servicing the electric utility industry.

5.02.3 – REFERENCES (SUBJECT 3)

Respondent shall include a list of utility clients within the U.S. western region to include the states of Washington, Oregon, Idaho, Montana, Wyoming, Utah, Colorado, New Mexico, Arizona, California, Hawaii, Alaska and Nevada.

The following information shall be included for each listed client:

- ☐ Name of client:
 - How long your firm has serviced this client
 - Term of contract(s)
 - Value of contract(s)
 - Type of utility, such as
 - Electrical
 - Water
 - Public Works
 - Natural Gas
 - Communications
- ☐ Client utility account/contract manager:
 - Name and title
 - Email address
 - Phone number

Experience with the City of Tacoma, including Tacoma Public Utilities, may be included for consideration. Tacoma Power reserves the right to contact other references from any sources to solicit additional information.

5.02.4 – CATALOG (SUBJECT 4)

5.02.4A – TACOMA POWER “CORE” CATALOG

Describe an order mechanism tailored to this contract for purchase of garments listed within the Tacoma Power “Core” catalog (Appendix #1). It is the preference of Tacoma Power to utilize a web-based order mechanism. If an on-line order process is proposed for both Tacoma Power funded and employee funded purchases, separate access accounts would be required.

The order mechanism should include:

- ☐ Catalog items organized by garment category
- ☐ Manufacturer of garment
- ☐ Description including Item number
- ☐ The Arc Thermal Performance Value (APTV) rating
- ☐ Unit price
- ☐ Garment color(s)

In addition to a web based ordering system, it is requested that the vendor maintain the Tacoma Power “Core” catalog in a format that would result in a printable catalog. This document would be available to assist employees in selecting garments and should be updated upon revisions to the catalog. This document may be supplied to Tacoma Power as a hard copy or a .pdf file.

Include in your proposal an example of the Tacoma Power “Core” clothing catalog. This sample is not required to depict the actual catalog items as specified in Appendix #1. This sample catalog may be submitted as a printed document or in an electronic format. A graphic depiction of clothing items would be of value as part of the evaluation.

5.02.4B – FABRIC SUPPLIER CONTACT INFORMATION

During the course of the contract, the Supplier(s) shall be able to provide contact information for their fabric supply sources. Specific contacts are needed for clothing technical information.

5.02.4C – FABRIC ORIGIN AND GARMENT ASSEMBLY INFORMATION

Include in your proposal documentation disclosing the origin of the fabrics and the location of assembly of garments offered.

5.02.4D – “CORE” CATALOG SUBSTITUTE GARMENTS

Following award of contract, Tacoma Power would like to work with the awarded Supplier(s) to establish a list of substitute garments for items listed in the “Core” catalog. In cases of back-order or delay in delivery beyond twenty (20) calendar days these items identified as a substitute could be shipped as an alternate to the item ordered, following prior approval of Tacoma Power.

5.02.5 – PRICING (SUBJECT 5)

A price list of the “Core” catalog of items must be included with your proposal (Appendix #1).

Price lists should be based on the parameters listed per this RFP. The contract award will not be based on total costs alone, as detailed in Section 7.02 Evaluation Criteria.

The “Core” catalog shall have one price per item (blended/singular pricing) and shall not change dependent on size. Below are the garment sizes that will be included in the singular price. In an effort to maintain the best price available for the most frequently ordered garment sizes a “price adder” will be allowed for sizes outside of those listed in the table below. Any oversize garment charge must be listed in the space provided on the “Proposal – Conditions Sheet”.

Garment Type	Singular Priced Sizes	Oversize
Shirts, Henleys, Sweatshirts, Jackets	Small - 2XL (includes tall)	3XL – 4XL
Pants, Bib Overalls	50” waist and below	52” waist and above

Item pricing shall include shipping costs FOB Destination to Tacoma Power (Section 2.04). There shall be no minimum order/lot size restrictions noted for this contract. The Tacoma Power logo as described in Section 4.04 shall be included in the item pricing. Any situations that would result in restocking or return charges must be noted within this section of your proposal.

5.02.5A – UNIT PRICE ADJUSTMENT

The prices quoted in your proposal shall remain fixed (as quoted) for the first year of the contract. At that time, and each year thereafter, the prices may be adjusted to reflect the lesser of (a) three percent (3%) from the base price, or (b) the average annual increase in the Consumer Price Index, for goods and services, Series ID: CUUROOOOSAG, published by the US Department for Labor, Bureau of Labor Statistics.

5.02.5B – ADMINISTRATIVE AND SET-UP FEES / CHARGES

Any and all administrative and set-up charges must be clearly shown and described within this section of your proposal.

5.02.6 – WARRANTY PROVISIONS (SUBJECT 6)

The Supplier shall warrant all materials and workmanship delivered under any resulting contract to be free from defects, damage or failure for any reason whatsoever which the City may reasonably determine is the responsibility of the Supplier, for a minimum of thirty (30) days after the date of final acceptance and without cost to the City for labor, materials, parts, or any other costs except where longer periods of warranty or guarantees are offered. Warranty terms offered within a proposal that are beyond the standard 30 day period will receive additional consideration in the evaluation process.

SECTION VI – SPECIAL PROVISIONS

6.01 – CONTRACT COMMUNICATION

Both parties will make every reasonable effort to communicate any and all issues concerning this contract in a timely manner. Resolution of any issues will be aggressively pursued by the appropriate contract manager.

6.01.1 – QUARTERLY CONTRACT PROGRESS MEETINGS

A quarterly meeting will be scheduled between the Tacoma Power contract manager and the contract manager of the Supplier. The meeting is to be held within the immediate proximity of the Tacoma Power administrative offices in Tacoma, Washington. This meeting shall involve the discussion of any and all ongoing contract issues specific to Tacoma Power's contract.

6.01.1A – MEETING MINUTES

Meeting minutes will be taken by Tacoma Power. Tacoma Power will forward a copy of the meeting minutes within one (1) month of each progress meeting to the Supplier contract manager for review and comment.

6.02 – CHANGES TO THE CATALOG

It is anticipated that through the course of this contract:

- ☐ New items will become available that are desired by Tacoma Power.
- ☐ Improvements to original items will take place.
- ☐ Item(s) may be discontinued by a manufacturer.
- ☐ Item(s) may be deleted that have proven to be unsatisfactory.

Revisions to the "Core" or "Employee Purchase" catalog of items will be considered at the Quarterly Progress meetings, as described in section 6.01.1. Modifications to the catalog(s) may be implemented provided there is mutual agreement between Tacoma Power and the Supplier(s), and the same pricing structure/profit margin apply.

In the event the manufacturer discontinues or replaces a product, the Supplier must provide documentation to propose a substitute model to Tacoma Power. Agreement by Tacoma Power on the equality of the replacement item must be reached.

6.03 – INSURANCE

Any contract with the City of Tacoma resulting from this RFP will require a certificate of Insurance. The document must certify the insurance coverage is in effect and will not be cancelled or materially changed without 30 days' written notice given to the City. The general comprehensive liability policy shall include an endorsement naming the City as an additional insured and stating that coverage under such policy is primary over any insurance the City may maintain. See Appendix #2 for certificate requirements.

6.04 – RESPONDENTS RESPONSIBILITY – PROPOSAL COSTS

The City is not liable for any costs incurred by the Respondent for the preparation of materials or a proposal submitted in response to this RFP, conducting presentations to the City, or any other activities related to responding to this RFP.

6.05 – COMMENCEMENT OF WORK

The Supplier shall be able to receive and process garment orders within 20 calendar days of the date of the initiation of the contract. The complete catalog order system would be allowed additional time for implementation.

6.06 - PAYMENT METHOD – CREDIT CARD ACCEPTANCE – EFT/ACH ACCEPTANCE

Payment methods include:

- A. Credit card. Tacoma's procurement card program is supported by standard bank credit suppliers and requires merchants abide by the merchant operating rules.
 - 1. Vendors must be PCI-DSS compliant (secure credit card data management).
 - 2. Vendors must be set up by their card processing equipment provider (merchant acquirer) as a minimum of a Level II merchant with the ability to pass along tax, shipping and merchant references information.
- B. Electronic Funds Transfer (EFT) by Automated Clearing House (ACH).
- C. Check or other cash equivalent.
- D. The City may consider cash discounts when evaluating submittals. See 1.06 B. of the Standard Terms and Conditions Section 1 – Solicitation.

The City's preferred method of payment is by credit card (aka procurement card). **The City of Tacoma will not accept price changes or pay additional fees when the procurement card is used.**

6.07 – DELAYED DELIVERY

The expectation for delivery will be based upon the length of time offered in the Respondent's submittal. Delivery time will be calculated beginning on the date of City release of a purchase order. Delayed Delivery charges will not apply if the Supplier is able to provide a "Substitute" garment as identified in Section 5.02.4D.

If the Supplier is more than **20** calendar days late in delivering the materials according to the agreed upon timeframe, a penalty may be imposed by the City at the rate of five percent (5%) of the purchase price of the delayed item/s for each day of delay. But the penalty, however, shall not exceed 50 percent (50%) of the total value of the goods involved in the delayed delivery. In case the Supplier fails to make a delivery **30** calendar days beyond the time of shipment stipulated in the Contract, the City shall have the right to cancel the order and the Supplier, in spite of the cancellation, shall nevertheless pay the aforesaid penalty to the City without delay within seven working days after the cancellation of the order.

If the Supplier is prevented from or delayed in complying with any provisions of this Contract by reasons of strikes, lockouts, labor shortages, power shortages, wars, terrorism, acts of God, governmental regulations restricting normal operations, or any other reason or reasons beyond the reasonable control of such party, the time limit for the performance of the delivery shall be extended by a period of time equal in length to the period of such prevention and delay provided the Supplier exercised due diligence in endeavoring to avoid the delay. The Supplier shall, insofar as possible, promptly give written notice to the City of the reasons for such prevention or delay.

6.08 – COMPENSATION

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

6.09 – RESERVED RIGHTS

In addition to other rights in this RFP, the City reserves, holds, and may exercise at its sole discretion, the following rights and options:

- A. To supplement, amend, or otherwise modify or cancel this RFP with or without substitution of another solicitation.
- B. To issue additional or subsequent solicitations.
- C. To conduct investigations of Respondents and their proposals, including inspection of their facilities.
- D. To award a contract or contracts resulting from this solicitation to the responsible Respondent whose proposal conforming to this solicitation will be most advantageous to the City.
- E. To negotiate any rate/fee offered by a Respondent. The City shall have the sole right to make the final rate/fee offer during contract negotiations. If the selected Respondent does not accept the City's final offer, the City may, in its sole discretion, reject the proposal and start negotiations with other Respondents.
- F. If an award is made and, prior to entering into a contract, subsequent information indicates that such award is not in the best interest of the City, the City may rescind the award without prior notice to the Respondent and either award to another Respondent or reject all proposals or cancel this solicitation.
- G. Respondents are advised that the City reserves the right to cancel award of this Contract at any time before execution of the Contract by both parties if cancellation is deemed to be in the City's best interest. In submitting a proposal, Respondents agree that the City is not liable for any costs or damages for the cancellation of an award. The Respondent assumes the sole risk and responsibility for all expenses connected with the preparation of this proposal.

6.10 – ENVIRONMENTALLY PREFERABLE PROCUREMENT

The City has interest in measures used by its contractors to ensure sustainable operations with minimal adverse impact on the environment. The City seeks to do business with vendors that value community and environmental stewardship that help us meet our sustainable purchasing goals.

In accordance with the City's Sustainable Procurement Policy, it is the policy of the City of Tacoma to encourage the use of environmentally preferable products or services that help to minimize the environmental and human health impacts of City operations. Respondents are encouraged to incorporate environmentally preferable products or services into their responses wherever possible. "Environmentally preferable" means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

6.11 – SUSTAINABILITY

The City of Tacoma encourages the use of sustainability practices and desires any awarded contractor(s) to assist in efforts to address such factors when feasible for:

- A. Pollutant releases
- B. Toxicity of materials used
- C. Waste generation
- D. Greenhouse gas emissions, including transportation of materials and services
- E. Recycle content
- F. Energy consumption
- G. Depletion of natural resources
- H. Potential impact on human health and the environment

The supplier shall package orders, preferably in environmental friendly packaging such as reduced packaging and recyclable packing materials.

SECTION VII – RFP SELECTION AND AWARD PROCESS

Tacoma Power will evaluate and make a selection of the firm(s) that best meets the needs as outlined in these specifications for supply of arc-rated clothing. Additional services offered by Respondents may be considered in the evaluation.

7.01 – EVALUATION PROCESS

A Selection Advisory Committee (SAC) consisting of Tacoma Power employees will review and evaluate the submittals.

The evaluation process will be divided into the following 3 steps:

Step	Action
1	Evaluate the proposals utilizing the criteria listed in Section 7.02.
2	Select the Respondents with the highest scoring proposals and invite them to Tacoma Power for follow-up interviews.
3	Upon completion of the interviews the SAC will select the Respondent(s) that best meet the needs of Tacoma Power.

7.02 – EVALUATION CRITERIA

The SAC will include, but is not limited to, the items listed in the table below in its evaluation and ranking of the submittals.

Each area of evaluation will be evaluated on a scale of 0 to 10. An evaluation designation of 10 would be the highest given in any area; however the SAC is not required to give a score above a 0 in area of evaluation. Individual evaluation scores will be added together to determine the highest ranking proposal.

The SAC reserves the right to request clarification of Respondents at any time in the evaluation or award process. This action shall not be construed as negotiation or any indications to award. If called upon, the Respondent shall respond to such requests within two business days or the timeframe set forth by the City in its request for clarification. A Respondent's failure to respond to such a request may result in rejection of its submittal. See 1.05 of the Standard Terms and Conditions Section 1 – Solicitation.

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Weight	Score	Evaluation Criteria	Section Reference
30%	0-10	Services to be Provided: (Subject 1) <ul style="list-style-type: none"> Fitting process Ordering and delivery process Record keeping Invoicing Key Personnel Additional Services 	5.02.1
15%	0-10	Qualifications and Experience: (Subject 2) <ul style="list-style-type: none"> Ability to provide goods and services per this RFP Experience in providing arc-rated clothing 	5.02.2
15%	0-10	References: (Subject 3) <ul style="list-style-type: none"> Completeness Responses from references 	5.02.3
25%	0-10	Catalog Offering: (Subject 4) <ul style="list-style-type: none"> Variety of items available for purchase Items tailored for women Ordering mechanism Level of compliance with Technical Requirements of RFP Sample Catalog 	5.02.4
10%	0-10	Pricing: (Subject 5) <ul style="list-style-type: none"> Unit pricing of offered items Oversize garment charge 	5.02.5
5%	0-10	Warranty: (Subject 6) <ul style="list-style-type: none"> Warranty terms for garments 	5.02.6

7.03 – INTERVIEWS AND/OR ORAL PRESENTATIONS AND DEMONSTRATIONS

An invitation to interview or present, either in person or by conference call or video conference, may be extended to Respondents based on Selection Advisory Committee review of the written submittals. The SAC reserves the right to adjust scoring based on additional information and/or clarifications obtained during, or resulting from, interviews. The SAC may determine scoring criteria for the interviews following evaluation of written submittals.

The City reserves all rights to begin contract negotiations without conducting interviews.

Respondents must be available to interview within three business days' notice. It is expected that the identified Account Manager would be a member of the Respondent's team for the interview.

7.04 – AWARD NOTIFICATION

After the SAC makes a recommendation of a service provider, all other applicants will be notified in writing by the City's Purchasing Division.

7.05 – AWARD OF CONTRACT

The award of a contract will not be based solely on lowest price. As described in this RFP, Tacoma Power will identify the Respondent(s) that best meet the criteria for selection. Respondents should identify in their responses any objections or exceptions to the Terms and Conditions contained in this RFP. Exceptions should be noted on the “Proposal – Conditions Sheet” or if an alternate format is chosen, the exceptions must be clearly listed on a separate sheet within your proposal.

After a Respondent(s) is selected by the SAC and prior to award, all Respondents will be notified in writing by the Purchasing Division.

Once a finalist has been selected by the Selection Advisory Committee, contract negotiations will begin. The submittal contents of the successful Respondent will become contractual obligations if a contract ensues. The formation of the contract document to be utilized for execution of the agreement between the CITY and the selected Respondent will occur at the time of negotiation. If an agreement cannot be reached, negotiations will be terminated and negotiations will be conducted with the next highest scored Respondent and so on, until an agreement is reached, or until the City exercises its right to cancel the solicitation. If a contract is successfully negotiated, it will be submitted for final approval by the Public Utility Board.

The “*Award Date of the Contract*” will commence following approval by the Public Utility Board and when the insurance documents have been accepted by the City of Tacoma and all contract documents have been fully signed and executed by the Supplier and the City of Tacoma.

7.05.1 – NUMBER OF CONTRACTS

Tacoma Power and the City of Tacoma intend to invoke item 2.09 “Additional City Contracts” of the Standard Terms and Conditions Section 2 – Supplies. Separate City of Tacoma contracts with the following departments are intended at the time of award:

- ☐ Tacoma Power Transmission & Distribution Division
- ☐ Tacoma Power Generation Division

The Supplier will be requested to address invoices and clothing shipments to the appropriate contract administrator.

Additional departments may enter into contracts as needed.

7.05.2 – EXPANSION CLAUSE

Any resultant Contract may be further expanded in writing to include other related services or products normally offered by the Contractor, as long as the price of such additional services or products have a profit margin equal to or less than that in place at the time of original submittal. Such additions and prices will be established in writing. Contractor profit margins are not to increase as a result of Contract additions.

APPENDIX #1 – TACOMA POWER CORE CATALOG

The following tables identify the garments that are requested to be priced within your proposal and are representative of the items that will comprise the “**Core**” catalog. Provide the **manufacturer part number, style number, fabric brand name and weight** when quoting. Attributes of offered garments that do not match or are “in addition to” those listed in the description should be noted in the “Variance” column provided in the tables.

Garments identified as “**Bidders Choice**” allow the Respondent to provide their selection of a manufacturer in any fabric listed as approved per Section 4.02. Carhartt brand garments may be offered as a “Bidders Choice.” Garments offered of fabrics not identified as approved must be accompanied with the supporting data as described in Section 4.02, and are subject to acceptance at the sole opinion of the City. Respondents may offer multiple selections for “Bidders Choice” items.

The following sheets may be used in your submittal or Respondents may format the information requested into their own bid sheets. If a customized format is used, the garment bid item numbers listed in the following tables should be used to reflect the corresponding item offered in your submittal. If you intend to submit a proposed “equal” garment, it must be supported with sufficiently clear and detailed product specification sheets, manufacturer materials and evidence that the product is considered an equal.

Garment samples are not being requested with the initial submittals. If it is determined that an interview/presentation process will be conducted according to Section 7.03, samples are likely to be requested from firms invited to participate. Samples submitted as part of this presentation process may be collected from Tacoma Power within 30 days following completion of the evaluation. Items will not be returned by shipment method.

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Arc-Rated Flame Resistant Clothing Program**

WOVEN SHIRT					
Bid Item Number	Manufacturer	Description	MFG P/N, style number, fabric brand name and weight	"Variance" from attributes listed in garment "Description"	Unit Price FOB Destination
WS-1	Bidder's Choice (Men)	A premium <u>men's</u> HRC 2 long sleeve shirt: City desires the following features: <ul style="list-style-type: none"> • Two-needle construction • Two chest pockets with button flaps • Center front placket • Two-piece banded collar • Two-piece adjustable cuffs • Felled side seams • Yoke and shoulder seams Colors: Blue and Tan; quote other colors available.			\$
WS-2	Bidder's Choice (Women)	A premium <u>women's</u> HRC 2 long sleeve shirt: City desires the following features: <ul style="list-style-type: none"> • Two-needle construction • Two chest pockets with button flaps • Center front placket • Two-piece banded collar • Two-piece adjustable cuffs • Felled side seams • Yoke and shoulder seams Colors: Blue and Tan; quote other colors available.			\$

**Request for Proposals PT14-0496F
Arc-Rated Flame Resistant Clothing Program**

WOVEN SHIRT					
Bid Item Number	Manufacturer	Description	MFG P/N, style number, fabric brand name and weight	"Variance" from attributes listed in garment "Description"	Unit Price FOB Destination
WS-3	Carhartt (Men) FRS160	8.6 ATPV: (Cal/CM ²), 7 ounce FR twill, a Mount Vernon Mills blend of 88% cotton and 12% high-tenacity nylon; two chest pockets with flaps and button closures; extended sleeve plackets with two-button adjustable cuffs; FR melamine buttons; button-down collar band with button closure; triple-stitched main seams; shaped shirt tail. Sizes: by Carhartt. Colors: Medium Blue; Khaki, Dark Navy.			\$
WS-4	Carhartt (Women) WFRS160	8.6 ATPV: (Cal/CM ²), 7 ounce FR twill, a Mount Vernon Mills blend of 88% cotton and 12% high-tenacity nylon; two chest pockets with flaps and button closures; extended sleeve plackets with two-button adjustable cuffs; FR melamine buttons; button-down collar band with button closure; triple-stitched main seams; shaped shirt tail. Sizes: by Carhartt. Colors: Khaki, Dark Navy.			\$

**Request for Proposals PT14-0496F
Arc-Rated Flame Resistant Clothing Program**

HENLEY					
Bid Item Number	Manufacturer	Description	MFG P/N, style number, fabric brand name and weight	"Variance" from attributes listed in garment "Description"	Unit Price FOB Destination
H-1	Bidder's Choice (Men)	A premium <u>men's</u> knit HRC 2 long sleeve shirt: City desires the following features: <ul style="list-style-type: none"> • Sleeve and shoulder seams should be safety stitched with a two needle cover stitch • Pocket • Rib knit collars and cuffs • Button placket Colors: Dark Navy and Light Gray; quote other colors available.			\$
H-2	Bidder's Choice (Women)	A premium <u>women's</u> knit HRC 2 long sleeve shirt: City desires the following features: <ul style="list-style-type: none"> • Sleeve and shoulder seams should be safety stitched with a two needle cover stitch • Pocket • Rib knit collars and cuffs • Button placket Colors: Dark Navy and Light Gray; quote other colors available.			\$
H-3	Carhartt FRK293 (Men)	Long-Sleeve Henley: HRC 2 ATPV (Cal/CM²) 9.8; 6.5 oz. 55% Modacrylic/ 45% Cotton FR fabric by Innovative Textiles, Inc.; Large-size work pocket; NFPA 70E compliant. Sizes: by Carhartt. Colors: Dark Navy and Light Gray.			\$
H-4	Carhartt WFRK293 (Women)	Long-Sleeve Henley: HRC 2 ATPV (Cal/CM²) 9.8; 6.5 oz. 55% Modacrylic/ 45% Cotton FR fabric by Innovative Textiles, Inc.; Large-size work pocket; NFPA 70E compliant. Sizes: by Carhartt. Color: Dark Navy			\$

**Request for Proposals PT14-0496F
Arc-Rated Flame Resistant Clothing Program**

T-SHIRT					
Bid Item Number	Manufacturer	Description	MFG P/N, style number, fabric brand name and weight	Variance" from attributes listed in garment "Description"	Unit Price FOB Destination
T-1	Bidder's Choice (Men)	A premium <u>men's</u> knit HRC 2 short sleeve T-shirt: City desires the following features: <ul style="list-style-type: none"> • Short Sleeve • Moisture wicking and fast drying • Left chest pocket • Lightweight & breathable • Rib knit collar Colors: Dark Navy or Light Gray			\$
T-2	Bidder's Choice (Women)	A premium <u>women's</u> knit HRC 2 short sleeve T-shirt: City desires the following features: <ul style="list-style-type: none"> • Short Sleeve • Moisture wicking and fast drying • Lightweight & breathable • Rib knit collar Colors: Dark Navy or Light Gray			\$
T-3	Bidder's Choice (Men)	A premium <u>men's</u> knit HRC 2 long sleeve T-shirt: City desires the following features: <ul style="list-style-type: none"> • Long Sleeve • Moisture wicking and fast drying • Left chest pocket • Lightweight & breathable • Rib knit collar Colors: Dark Navy or Light Gray			\$

**Request for Proposals PT14-0496F
Arc-Rated Flame Resistant Clothing Program**

T-SHIRT					
Bid Item Number	Manufacturer	Description	MFG P/N, style number, fabric brand name and weight	Variance" from attributes listed in garment "Description"	Unit Price FOB Destination
T-4	Bidder's Choice (Women)	A premium <u>women's</u> knit HRC 2 long sleeve T-shirt: City desires the following features: <ul style="list-style-type: none"> • Long Sleeve • Moisture wicking and fast drying • Lightweight & breathable • Rib knit collar Colors: Dark Navy or Light Gray			\$

**Request for Proposals PT14-0496F
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PANT					
Bid Item Number	Manufacturer	Description	MFG P/N, style number, fabric brand name and weight	Variance" from attributes listed in garment "Description"	Unit Price FOB Destination
P-1	Bidder's Choice (Men)	A premium <u>men's</u> denim HRC 2 pant. City desires the following features: <ul style="list-style-type: none"> • At least 2 reinforced pockets • Midrise for comfort • Graded rise to properly fit people of various heights • Contoured waistband to eliminate gapping back • Relaxed seat and thighs • Bar-tacked at all stress points • Triple needle construction 			\$
P-2	Bidder's Choice (Women)	A premium <u>women's</u> denim HRC 2 pant. City desires the following features: <ul style="list-style-type: none"> • At least 2 reinforced pockets • Midrise for comfort • Graded rise to properly fit people of various heights • Contoured waistband to eliminate gapping back • Relaxed seat and thighs • Bar-tacked at all stress points • Triple needle construction 			\$

**Request for Proposals PT14-0496F
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PANT					
Bid Item Number	Manufacturer	Description	MFG P/N, style number, fabric brand name and weight	Variance" from attributes listed in garment "Description"	Unit Price FOB Destination
P-3	Carhartt (Men) FRB160	Relaxed Fit Denim Jean: 25.0 ATPV (CAL/CM ²), 14.75 oz: a blend of 88% cotton and 12% high-tenacity nylon; relaxed seat and thighs; garment washed for soft finish; Arc-resistant high-tension snap closure at waist; brass zipper fly with Nomex zipper tape; two reinforced back pockets; straight leg openings fits over work boot; Flame-Resistant fabric by Mount Vernon Mills. Sizes by Carhartt. Color: Denim.			\$
P-4	Carhartt (Women) WFRB160	Relaxed Fit Denim Jean: 25.0 ATPV (CAL/CM ²), 14.75 oz: a blend of 88% cotton and 12% high-tenacity nylon; relaxed seat and thighs; garment washed for soft finish; Arc-resistant high-tension snap closure at waist; brass zipper fly with Nomex zipper tape; two reinforced back pockets; straight leg openings fits over work boot; Flame-Resistant fabric by Mount Vernon Mills. Sizes by Carhartt. Color: Denim.			\$

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DUNGAREE					
Bid Item Number	Manufacturer	Description	MFG P/N, style number, fabric brand name and weight	Variance" from attributes listed in garment "Description"	Unit Price FOB Destination
D-1	Bidder's Choice (Men)	A premium <u>men's</u> Duck Dungaree HRC 2; City desires the following features: <ul style="list-style-type: none"> • Double needle stitching • Utility pockets/slots • Set-in-waistband with belt loops • Two front deep pockets • Two large rear pockets • Hammer loop and tool pocket Color: Duck Brown			\$
D-2	Bidder's Choice (Women)	A premium <u>women's</u> Duck Dungaree: HRC 2; City desires the following features: <ul style="list-style-type: none"> • Double needle stitching • Utility pockets/slots • Set-in-waistband with belt loops • Two front deep pockets • Two large rear pockets • Hammer loop and tool pocket Color: Duck Brown			\$
D-3	Bidder's Choice (Men)	A premium <u>men's</u> Double-Knee Duck Dungaree HRC 2; City desires the following features: <ul style="list-style-type: none"> • Double knee patches for extended wear life • Double needle stitching • Utility pockets/slots • Set-in-waistband with belt loops • Two front deep pockets • Two large rear pockets • Hammer loop and tool pocket Color: Duck Brown			\$

**Request for Proposals PT14-0496F
Arc-Rated Flame Resistant Clothing Program**

JACKET					
Bid Item Number	Manufacturer	Description	MFG P/N, style number, fabric brand name and weight	Variance" from attributes listed in garment "Description"	Unit Price FOB Destination
J-1	Bidder's Choice (Men)	<p>A premium <u>men's</u> HRC 3 (minimum) insulated brown duck jacket: City desires the following features:</p> <ul style="list-style-type: none"> • Quilted lining • Two inside patch pockets • Nomex rib knit cuffs • zipper with inside and outside protective flap • Snap closure under collar • Attached hood <p>Color: Duck Brown</p>			\$
J-2	Bidder's Choice (Women)	<p>A premium <u>women's</u> HRC 3 (minimum) insulated brown duck jacket: City desires the following features:</p> <ul style="list-style-type: none"> • Quilted lining • Two inside patch pockets • Nomex rib knit cuffs • zipper with inside and outside protective flap • Snap closure under collar • Attached hood <p>Color: Duck Brown</p>			\$

**Request for Proposals PT14-0496F
Arc-Rated Flame Resistant Clothing Program**

JACKET					
Bid Item Number	Manufacturer	Description	MFG P/N, style number, fabric brand name and weight	Variance" from attributes listed in garment "Description"	Unit Price FOB Destination
J-3	Carhartt WFRJ130 (Women's)	Women's HRC 4: ATPV (Cal/Cm ²) 56.3, 13-ounce FR duck, 100% cotton, 10.5 ounce FR quilt lining, FR Modacrylic batting quilted to twill face cloth; two inside patch pockets with Fr hook-and-loop closures; Nomex rib-knit cuffs and waistband; Princess V seam on back for a tapered fit; brass front zipper with Nomex zipper tape with inside and outside protective flaps and hidden snap closure for electric arc protection; attached hood. Sizes: Small through 4 XL. Colors: Dark Navy and Carhartt Brown.			\$
J-4	Carhartt FRC066	Traditional Coat: ATPV (Cal/Cm ²) 56.3, 13-oz FR duck, 100% cotton, 10.5 oz. FR quilt lining, FR Modacrylic batting quilted to twill face cloth. Two inside patch pockets with FR hook and loop closures for convenient storage; Nomex inside waist draw cord for adjustment; Nomex rib knit storm cuffs to seal out cold air; two way brass front zipper with Nomex zipper tape; inside and outside protective flap and hidden snap closure for electric arc protection. Snaps under collar for optional FR hood. Fabric by Mount Vernon Mills. Sizes by Carhartt. Color: Dark Navy and Carhartt Brown.			\$

**Request for Proposals PT14-0496F
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JACKET					
Bid Item Number	Manufacturer	Description	MFG P/N, style number, fabric brand name and weight	Variance" from attributes listed in garment "Description"	Unit Price FOB Destination
J-5	Carhartt FRJ184	Duck Active Jacket: ATPV (Cal/Cm²) 56.3; 13-oz FR duck, 100% cotton; 10.5 ounce FR quilt lining; FR Modacrylic batting quilted to twill face cloth; two inside patch pockets with FR hook-and-loop closures; Nomex rib-knit cuffs and waistband; brass front zipper with Nomex zipper tape with inside and outside protective flaps and hidden snap closure for electric arc protection; attached, quilt-lined three-piece hood with Nomex draw cord for adjustment. Sizes by Carhartt. Colors: Dark Navy and Carhartt Brown.			\$

**Request for Proposals PT14-0496F
Arc-Rated Flame Resistant Clothing Program**

SWEATSHIRT					
Bid Item Number	Manufacturer	Description	MFG P/N, style number, fabric brand name and weight	Variance" from attributes listed in garment "Description"	Unit Price FOB Destination
S-1	Bidder's Choice (men)	A premium <u>men's</u> Zip-front HRC 2 Hooded Sweatshirt: City desires the following features: <ul style="list-style-type: none"> • FR Drawstring • Zipper must be FR or covered on front and back • Double needle top-stitched pouch pockets • Rib knit cuffs and waistband Color: Navy			\$
S-2	Bidder's Choice (women)	A premium <u>women's</u> Zip-front HRC 2 Hooded Sweatshirt: City desires the following features: <ul style="list-style-type: none"> • FR Drawstring • Zipper must be FR or covered on front and back • Double needle top-stitched pouch pockets • Rib knit cuffs and waistband Color: Navy			\$
S-3	Bidder's Choice (men)	A premium <u>men's</u> Pull-over HRC 2 Hooded Sweatshirt: City desires the following features: <ul style="list-style-type: none"> • Attached Hood • FR Drawstring • Double needle top-stitched pouch pockets • Rib knit cuffs and waistband Color: Navy			\$

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SWEATSHIRT					
Bid Item Number	Manufacturer	Description	MFG P/N, style number, fabric brand name and weight	Variance" from attributes listed in garment "Description"	Unit Price FOB Destination
S-4	Bidder's Choice (women)	A premium <u>women's</u> Pull-over HRC 2 Hooded Sweatshirt: City desires the following features: <ul style="list-style-type: none"> • Attached Hood • FR Drawstring • Double needle top-stitched pouch pockets • Rib knit cuffs and waistband Color: Navy			\$
S-5	Bidder's Choice (men)	A premium <u>men's</u> Pull-Over HRC 2 Non – hooded Crewneck Sweatshirt: City desires the following features: <ul style="list-style-type: none"> • Rib knit collar • Rib knit cuffs and waistband Color: Navy			\$
S-6	Bidder's Choice (women)	A premium <u>women's</u> Pull-Over HRC 2 Non – hooded Crewneck Sweatshirt: City desires the following features: <ul style="list-style-type: none"> • Rib knit collar • Rib knit cuffs and waistband Color: Navy			\$

**Request for Proposals PT14-0496F
Arc-Rated Flame Resistant Clothing Program**

BIB OVERALL					
Bid Item Number	Manufacturer	Description	MFG P/N, style number, fabric brand name and weight	Variance" from attributes listed in garment "Description"	Unit Price FOB Destination
B-1	Bidder's Choice (men)	A premium <u>men's</u> HRC 2 Duck Bib Overall/Unlined. <ul style="list-style-type: none"> • High back • Elastic suspenders • Front Pocket • Center-release buckles • Double-front • Multiple tool and utility pockets • Hammer loop • Leg zippers • Buttons at waist Color: Brown Duck, quote other colors available.			\$
B-2	Bidder's Choice (women)	A premium <u>women's</u> HRC 2 Duck Bib Overall/Unlined. <ul style="list-style-type: none"> • High back • Elastic suspenders • Front Pocket • Center-release buckles • Double-front • Multiple tool and utility pockets • Hammer loop • Leg zippers • Buttons at waist Color: Brown Duck, quote other colors available.			\$

**Request for Proposals PT14-0496F
Arc-Rated Flame Resistant Clothing Program**

BIB OVERALL					
Bid Item Number	Manufacturer	Description	MFG P/N, style number, fabric brand name and weight	Variance" from attributes listed in garment "Description"	Unit Price FOB Destination
B-3	Carhartt FRR45	Duck Bib Overall/ Unlined : HRC: 2, ATPV (Cal/CM²) 16.0- 13 oz, 100% cotton FR duck; high back with FR elastic suspenders and high-temperature nylon center-release buckles; chap-style double-front for durability and increased thermal performance; multiple tool and utility pockets; hammer loop; ankle-to-above knee brass leg zippers with Nomex zipper tape, protective flaps and arc-resistant snap closures; FR melamine buttons at waist; brass fly zipper with Nomex zipper tape; NFPA 70E compliant; flame-resistant fabric by Mount Vernon Mills. Colors: Dark Navy and Carhartt Brown. Sizes: Waist 28-54; Length per Carhartt availability.			\$
B-4	Carhartt R37	Duck Zip-to-Thigh Overall/Unlined: 12 oz; firm hand; 100% ring-spun cotton duck; right and left hammer loops and ruler pockets; chap-style double-front with cleanout bottoms that can accommodate knee pads; ankle-to thigh leg zippers for easy on/off; reinforced back pockets; front elastic suspenders. Sizes 30x30 to 50x32. Colors: Carhartt Brown and Black.			\$

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COVERALL					
Bid Item Number	Manufacturer	Description	MFG P/N, style number, fabric brand name and weight	Variance" from attributes listed in garment "Description"	Unit Price FOB Destination
C-1	Bidder's Choice (men)	A premium <u>men's</u> HRC 2 coverall: City desires the following features: <ul style="list-style-type: none"> • Unlined • Double needle stitching • Zipper with flap and top snap • Two rear pockets • Action back and elastic waist • Take up snaps on sleeve cuffs and leg cuffs • Two chest zipper pockets with flaps • Two hip pockets with snaps • Side vent openings Colors: Dark Navy			\$
C-2	Bidder's Choice (women)	A premium <u>women's</u> HRC 2 coverall: City desires the following features: <ul style="list-style-type: none"> • Unlined • Double needle stitching • Zipper with flap and top snap • Two rear pockets • Action back and elastic waist • Take up snaps on sleeve cuffs and leg cuffs • Two chest zipper pockets with flaps • Two hip pockets with snaps • Side vent openings Colors: Dark Navy			\$

APPENDIX #2 - INSURANCE CERTIFICATE REQUIREMENTS



INSURANCE CERTIFICATE REQUIREMENTS

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

CONTRACT AMOUNT

\$ 25,000 and Under

\$500,000 and Under

Over \$500,000

LIABILITY LIMITS

\$ 500,000 Combined Single Limit

\$1,000,000 Per Occurrence / \$2,000,000 Aggregate

\$5,000,000 Total Coverage

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

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

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

CITY OF TACOMA
PO BOX 11007
TACOMA WA 98411-0007

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the company, its agents or representatives."

APPENDIX #3 – TACOMA POWER LOGO GRAPHICS

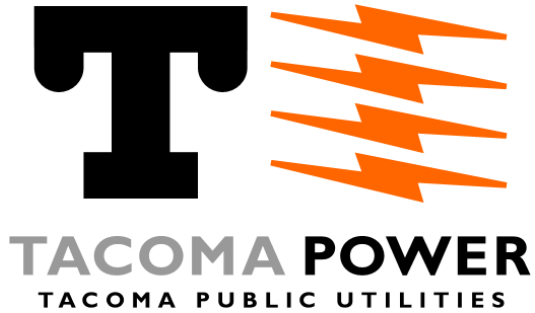
The following logo graphics are a product of Tacoma Public Utility's Community and Media Services Department (CMS). The use of all logo graphics are under the direction of the TPU CMS department. Please contact the individual below for all use and restrictions along with Camera Ready versions.

Kristy Brokman

PH: 253-502-8850

Email: kbrokman@cityoftacoma.org

TACOMA POWER LOGO



Two-color Tacoma Power logo
Pantone 151 orange

TACOMA POWER PROJECT SPECIFIC LOGOS





Cushman Hydro Project
T A C O M A P O W E R



Wynoochee River Project
T A C O M A P O W E R



Cushman Hydro Project
T A C O M A P O W E R



Wynoochee River Project
T A C O M A P O W E R

