



CITY OF TACOMA

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

All responses & inquiries must be plainly marked with this

REQUEST FOR QUOTATION 6000038734

Return Bids By 11:00 AM, 12/22/2014 to:

Debbie Seibert
 Purch Ass't DS
 TPU Administration Building North
 3628 S. 35th St.
 Tacoma WA 98409
 Ph. 253-502-8587
 Fax.253-502-8372

Material will ship to:

Tacoma Police Harrison Range
 101 McMurray Rd NE
 Tacoma WA 98422

RFQ Information	
Collective Bid #	PD14-0677N
Bid Issue Date	11/25/2014
Vendor Number	109226 WEB VENDOR FOR RFQ
Vendor Information (vendor to complete)	
Firm Name:	
Address:	
City/State/Zip	/ /
Phone/Fax	/
E-Mail	
Contact Name	
Payment Terms	%, days (e.g. 2% 10,N30)
Tacoma Bus. Lic. #	
Taxpayer ID #	
SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS BID	
x _____	DATE: ___ / ___ / _____
NAME : _____	
TITLE : _____	

Item #	Material# Description	Delivery Date	QTY	UM	Net Price	Total
	<p>2015 PATROL RIFLE PURCHASE, PER THE ATTACHED SPECIFICATION SHEET.</p> <p>OPTIONAL RENEWAL PURCHASE FOR 2016 AT THE TERMS AND CONDITIONS OF THIS ORIGINAL BID.</p> <p>ANY EQUIVALENT ITEMS MUST BE CLEARLY LISTED ON THE BID SUBMITTAL Line 20, with supporting data sheet specifications.</p> <p>RESPONSES MUST BE SUBMITTED ON THE PROVIDED CITY OF TACOMA REQUEST FOR QUOTATAION BID AND BID SUBMITTAL PAGES. VENDOR SIGNATURE IS MANDATORY. PLEASE PRINT OTHER INFORMATION CLEARLY.</p> <p>SUBMITTALS MAY BE MAILED TO ADDRESS ON RFQ OR FAXED TO 253 502-8372.</p> <p>ALL PRICES QUOTED SHALL BE F.O.B. DESTINATION, FREIGHT PREPAID AND ALLOWED.</p>					



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Item #	Material# Description	Delivery Date	QTY	UM	Net Price	Total
10	<p>ELECTRONIC BID SUBMITTALS WILL NOT BE ACCEPTED.</p> <p>FOR FAXED ITEMS, PLEASE BE SURE YOUR ORIGINAL DOCUMENTS ARE CLEAR AND CONCISE. POORLY FAXED DOCUMENTS MAY IMPAIR THE CITY'S ABILITY TO REVIEW YOUR BID.</p> <p>BIDS MAY BE SUBMITTED NO LATER THAN 11:00 AM ON December 22, 2014. Fax 253 502-8372.</p> <p>Smith & Wesson M&P15 Semi-automatic Rifle Model #SKU/Model #311020LE</p> <p>Please enter pricing below allowing any price break amounts for additional quantities.</p> <p>25ea-50ea \$_____.</p> <p>50ea-75ea \$_____.</p>					
20	<p>Alternative, substitute or equivalent rifle Enter alternate manufacturer _____.</p> <p>A specification sheet must accompany your bid.</p> <p>Please enter pricing below allowing any price break amounts for additional quantities.</p> <p>25ea-50ea \$_____.</p> <p>50ea-75ea \$_____.</p>					

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

Tacoma Police Department Patrol Rifle Purchase – Specification Sheet

The City of Tacoma Police Department would like to purchase 50 to 75 patrol rifles (see specifications below) during the 2015 calendar year. The contract terms would also include the option to purchase additional patrol rifles within the 2016 calendar year.

Patrol Rifle Specification: Any use of brand names in this specification is to establish minimum specifications and quality.

Smith & Wesson M&P15 semi-automatic .223/5.56 rifle MOE (Magpul Optional Equipment) Model #311020LE that comes with:

- 16 inch barrel
- Black stock
- Black hand guard
- Black grip
- Detachable carry handle with A2 rear sight assembly
- Two (2) 30-round PMAG magazines (black)

The rifle will include:

- Vickers brand “Vickers Combat Application Sling” 2-point tactical sling, black with Acetal adjuster, Model #VCAS-125-AA-BK
- GG&G brand “Sling Thing” standard front tactical sling mount, black Model #GGG-1009

The barrels and bolts on the rifles must have the following manufacturer/factory tests performed (individual rifle or batch testing allowed):

1. HPT – High pressure test
2. MPI – Magnetic particle inspection

Any alternative, substitute or equivalent rifle bid must have all of the above criteria to be considered. If another product is to be used by the vendor in meeting these specifications it must be identified in writing. The City of Tacoma reserves the right to make final approval of any alternative product. If alternative is not acceptable, the brand name product listed in the specification is to be used. Bidder(s) must indicate whether they comply with the bid item as specified or are taking exception to bid item as specified.

Any questions regarding the rifle specification can be directed to Sgt JD Barrett or Officer Mike Rowbottom at the Tacoma Police Range, 253-591-5919.

Any alternative, substitute, or equivalent rifle bid must have all the above criteria to be considered. If another product is to be used by the vendor in meeting these specifications it must be identified in writing. The City of Tacoma reserves the right to make final approval of any alternative product. If alternative is not acceptable, the brand name product listed in the specification is to be used. Bidder(s) must indicate whether they comply with bid item as specified or are taking exception to bid item as specified.

PRICING AND ADJUSTMENTS

The contracted rates shall include costs of bid preparation, servicing of the account, all contractual requirements during contract period to provide weapons (delivery, labor, insurance costs, etc.).

Proposers shall establish a base rate for each line item listed on the bid proposal sheet in which the contractor may request adjustments prior to contract renewal. The City will review the escalation percentage they submitted as well as other factors below:

PRICE INCREASES/DECREASES

1. Bid prices must remain firm for the first year of the contract.
2. The City may consider price increase/decrease adjustments for any extended contract period under the following conditions.
 - a) That no price be adjusted during each of the 12-month contract periods.
 - b) The maximum amount of increase allowed will be no greater than the previous 12-month Consumer Price Index, All Urban Consumers (CPI-US), U.S. City Average Index, All Items 1982-84=100.
3. Vendor will be required to submit written proposed price increase/decrease 30 days prior to the end of contract period.
4. Any proposed increase/decrease in price to contract items must be supported by written documentation from the manufacturer indicating a new higher/lower cost adjustment.
5. Prices will be adjusted only to the amount of cost increase/decrease passed on by the manufacturer to the vendor.
6. No adjustment will be made for vendor profit margin.
7. City reserves the right to accept or reject all such increases/decreases.
8. Vendor must notify and offer the City any promotional pricing during Contract.

NOTE: Rate increases may be passed along during a contract period only if the increase is due to federally mandated regulations.

The City reserves all rights to approve or not approve any potential rate increases.

BIDDER'S CHECK LIST

THE BIDDER'S ATTENTION IS ESPECIALLY CALLED TO THE FOLLOWING FORMS WHICH MUST BE EXECUTED IN FULL AS REQUIRED AS PART OF HIS/HER BID. BIDDER MUST ALSO SUPPLY ANY ADDITIONAL DOCUMENTATION AS REQUIRED IN THE BID SPECIFICATION.

REQUEST FOR QUOTATION PAGES

To be filled in and signed by the bidder, including his/her E. I. Number.

FEDERAL FIREARMS LICENSE

To be submitted with bid documents.

CITY OF TACOMA
REQUEST FOR QUOTATION
GENERAL TERMS AND CONDITIONS

1. Preparation/Submittal of Bids

A. All information requested of the Bidder/Proposer must be entered in the appropriate space on the form. Failure to do so may disqualify your bid/proposal.

B. All information must be written in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid/proposal. Corrections shall be initialed in ink by the person signing the bid/proposal.

C. Time of delivery must be stated as the number of calendar days following receipt of the order by the Bidder/Proposer to receipt of the goods or services by the City and may be a determining factor in the award of the contract.

D. All bids/proposals must be signed by an authorized officer or employee of the Bidder/Proposer.

E. The City of Tacoma will not be responsible for any explanation interpretation of the RFB/RFQ/RFP documents, except if made by written addendum.

F. Bids/Proposals must be submitted by or prior to the RFB/RFQ/RFP date and time specified. The RFB/RFQ/RFP number, opening date and Buyer must be noted on the face of the envelope if submitted by mail or in person.

G. Submission of a facsimile bid/proposal in lieu of a mailed bid/proposal is at the option of the Bidder/Proposer unless otherwise stated in the RFB/RFQ/RFP. The City accepts no responsibility for transmission errors if transmitted by fax.

H. All bid/proposal prices must remain firm for acceptance by the City for a period of at least 60 calendar days from the RFB/RFQ/RFP opening date.

2. Bid/Proposal Withdrawal: No bid/proposal can be withdrawn after having been formally opened by a representative from the City Purchasing Office.

3. Shipping and Delivery: F.O.B. Point/Freight: All prices quoted shall be F.O.B. destination, freight prepaid and allowed. Failure to meet this requirement may result in your bid/proposal being rejected as non-responsive. Deliveries will be accepted between 9:00 a.m. and 3:30 p.m., at the delivery address shown on the front of the RFB/RFQ/RFP, Monday through Friday (except on legal holidays of the City of Tacoma).

4. Payment Terms: Prices will be considered as net 30 if no cash discount is shown. Payment discount periods of twenty (20) calendar days or more will be considered in determining the apparent lowest responsible bid/proposal. Invoices will not be processed for payment nor will the period of the cash discount commence until receipt of a properly completed invoice and until all invoiced items are received and satisfactory performance of the contractor has been attained. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence upon the final approval for payment.

5. Terms and Conditions: All terms and conditions of the City of Tacoma Purchase Order form shall apply to contracts resulting from this RFB/RFQ/RFP.

6. Taxes:

A. The City of Tacoma is exempt from Federal excise tax.

B. The City of Tacoma is subject to Washington State Sales Tax.

C. Section 6A.30.060 of the Tacoma Municipal Code (TMC) provides that all transactions with the City of Tacoma, wherever consummated, are subject to the City's Business and Occupation Tax. It is the responsibility of the Bidder/Proposer awarded the Contract to register with the City of Tacoma's Finance, Tax and License Division, 733 Market Street, Room 21, Tacoma, WA 98402-3768, 253-591- 5252. The City's Business and Occupation Tax amount shall not be shown separately but shall be included in the unit and/or lump sum prices bid.

D. Do not include Washington State Sales Tax or Federal Excise Tax in the prices quoted. Bidder/Proposer is responsible to determine the correct sales tax rate to be paid and include it in the appropriate blank on the RFB/RFQ/RFP page.

7. Increase or Decrease in Quantities/Extensions: The City reserves the right to increase or decrease the quantities of any item under this contract and pay according to the unit price in the RFB/RFQ/RFP. Unless otherwise specified in the solicitation, contracts resulting from this RFB/RFQ/RFP are subject to extension by mutual agreement at the same prices, terms and conditions.

8. Evaluation of Bids/Awards:

A. The City reserves the right to: (1) award bids/proposals received based on individual items or groups of items, or on the entire list of items (2) to reject any or all bids/proposals or any part thereof, and if necessary, call for new bids/proposals (3) to waive any informality in the bids/proposals, and (4) to accept the bid/proposal that is the lowest and the best bid/proposal in the interest of the City of Tacoma.

B. The City reserves the right to correct ambiguities and obvious errors in the Bidder/Proposer's proposal. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

C. In the evaluation of bids/proposals, the Bidder's/Proposer's experience, delivery time, and responsibility in performing other contracts will be considered. In addition, the bid/proposal evaluation factors set forth in TMC Section 1.06.253 may be considered by the City as well as the tax revenue the City would receive from purchasing item(s) from a supplier or suppliers located inside or outside the boundaries of the City of Tacoma.

9. Approved Equivalents:

A. Unless an item is indicated "No Substitute," special brands, when named, are intended to describe the standard of quality, performance or use desired. Equivalent items will be considered by the City, provided that the Bidder/Proposer specifies the brand and model, and provides all descriptive literature, independent test results, product samples, etc., to enable the City to evaluate the proposed "equivalent."

B. The decision of the City as to what items are equivalent shall be final and conclusive. If the City elects to purchase a brand represented by the Bidder/Proposer to be an "equivalent," the City's acceptance of the item will be 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 equivalent, the item shall be returned at the Bidder/Proposer's expense and the contract canceled without any liability whatsoever to the City.

C. When a brand name or level of quality is not stated by the Bidder/Proposer, it is understood the offer is exactly as specified. If more than one brand name is specified, Bidder/Proposer must clearly indicate the brand and model/part number being bid/proposed.

10. Warranties/Guarantee: Bidder/Proposer warrants that all materials, equipment and/or services provided as a result of the RFB/RFQ/RFP shall be fit for the purpose(s) for which intended, for merchantability, and shall conform to the requirements and specifications of the RFB/RFQ/RFP; all items comply with all applicable safety and health standards established for such products by the Washington Industrial Safety and Health Act (WISHA), RCW Chapter 49.17, the U.S. Occupational Safety and Health Act (OSHA) and/or Consumer Products Safety Act, and all other applicable federal laws or agency rules; all items are properly packaged; and all appropriate instructions or warnings are supplied including any applicable MSDS sheets.

11. Legal Disputes: The sole venue of any legal action arising out of the Contract or any bids submitted in response to this RFB/RFQ/RFP shall be in the Pierce County Superior Court for the State of Washington and the interpretation of the terms of the Contract shall be governed by the laws of the State of Washington.

12. Contract Compliance Forms: TMC requires Bidder/Proposer's to submit proof and/or documentation of compliance with the City's requirements for equal economic opportunity and solicitation of Historically Underutilized Business subcontractors. If compliance forms are included with this RFB/RFQ/RFP, they must be fully and accurately completed and submitted at time of RFB/RFQ/RFP opening. Failure to do so may result in the bid/proposal being declared non-responsive. For compliance questions contact the City's Contract Compliance Office 747 Market Street, Tacoma, WA 98402, 253-591-5825.

13. Code of Ethics: TMC, Chapter 1.46, provides standards for certain unethical conduct by others including bidders and contractors. Violation of the City's code of ethics shall constitute a breach of contract, and will be grounds for termination of this contract.

14. Prevailing Terms and Conditions: Bidder/Proposer acknowledges and agrees that the terms and conditions stated herein shall control and prevail over any other conflicting terms and conditions Bidder/Proposer may present in connection with this Contract.

**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.

Faxed submittals are accepted, however, the City accepts no responsibility for transmission errors. 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 Historically Under-utilized Business 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; this shall not be not shown separately on the submittal.

Sub-Title 6A of the City of Tacoma Municipal Code provides that all transactions with the City of Tacoma, wherever consummated, are subject to the City of Tacoma'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, or are otherwise privileged. Documents submitted under this Specification shall be considered public records and, with limited exceptions, will be made available for inspection and copying by the public.

1.18 PROPRIETARY OR CONFIDENTIAL DESIGN INFORMATION

If the Respondent considers any submittal document to be protected from disclosure under the law, the Respondent shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or BUSINESS 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. **Marking the entire submittal as "confidential" or "proprietary" is not acceptable and is grounds to reject such submittal.**

If a request is made for disclosure of such identified documents or portions thereof, the City will determine whether the material is exempt from public disclosure. If, in the City's opinion, the material is subject to disclosure, the City will notify Respondent of the request and impending release and allow the Respondent 10 days to take whatever action it deems necessary to protect its interests. The City will 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, 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 253-502-8072 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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CONTRACT - SUPPLIES

Resolution No.
Contract No.

THIS AGREEMENT made and entered into in triplicate by and between the City of Tacoma, a Municipal Corporation hereinafter called the "City", and

Enter vendor name herein after called the "Supplier."

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

- I. The Supplier shall supply all goods, equipment, materials, and supplies, and perform all work and services incidental thereto, in accordance with and as described herein and in the Specifications of the City of Tacoma (including, but not limited to the General Instructions to Bidders, General Provisions, Standard Terms and Conditions, Information for Bidders, Instructions to Bidders, Special Notices to Bidders, and/or any Addenda thereto), together with all other attachments hereto, which are by this reference incorporated herein and made a part hereof.

Specification No. Enter spec number

Project: Specification title

Contract Total: \$ _____, Select Applicable Tax Information

The Supplier shall provide and bear the expense of supplying all goods, equipment, materials, and supplies, as well as all work and labor of any sort whatsoever that may be required or incidental to such goods, equipment, materials and supplies as provided for in this Agreement and every part thereof, except such as are mentioned in the Specifications to be furnished by the City of Tacoma.

- II. The Supplier acknowledges, and by signing this Agreement agrees, that the Indemnification provisions set forth in the Specifications, including the Industrial Insurance immunity waiver (if applicable), are totally and fully part of this Agreement and, within the context of the competitive bidding laws, have been mutually negotiated by the Parties hereto.
- III. The Supplier, for him/herself, and for his/her heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Supplier.
- IV. It is further provided that no liability shall attach to the City by reason of entering into this Agreement, except as expressly provided herein.
- V. The Supplier agrees to accept as full payment hereunder the amounts specified in the Submittal, and the City agrees to make payments at the times and in the manner and upon the terms and conditions set forth in said Submittal, as modified and superseded by the Specifications.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed this Enter date day of Enter month, Enter year.

CITY OF TACOMA:

PRINCIPAL: Enter vendor name

By: _____
Title of dept or div staff w/auth to sign for this \$ amt

By: _____
Signature

By: _____
Select one (for contract totals over \$50K or NA)

Printed Name

By: _____
Director of Finance

Title

APPROVED AS TO FORM:

By: _____
City Attorney