RETURN SEALED BIDS TO:

CITY OF TACOMA
REQUEST FOR BID

BID NO.: PT20-0073N
BUYER: Samol Hefley
PHONE: 253-502-8249
FAX: 253-502-8372
DATE: February 11, 2020

PURCHASING DIVISION
3628 South 35th St. 98409
PO BOX 11007 98411-2597
Tacoma, WA

SEALED BIDS will be received until **11:00 a.m., Wednesday, February 26, 2020**

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

LOCATION OF SURPLUS PROPERTY: Tacoma Public Utilities, 4102 74th St. S Tacoma, WA 98409
VIEWING CONTACT: Sean Veley 253-502-8713

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 LOT</td>
<td>Pt20-0073N- Surplus Equipment - Distribution Transformer</td>
<td>$XXXXX</td>
<td>LOT $_________ ___</td>
</tr>
</tbody>
</table>

Vendor confirms that all transformers will be removed within 60 days of notice that all documentation is complete and equipment is available for pick-up:

☐ Yes  ☐ No

Only firms that have been pre-approved by the City of Tacoma for their abilities to properly manage residual levels of PCB’s will be allowed to bid

Sub-Total: $_________ ___
Sales Tax: $_________ ___
Grand Total: $_________ ___

* SOLD AS IS - WHERE IS *
This Sale May be Subject to Council or Utility Board Approval

GOOD FAITH DEPOSIT:
Find attached deposit in the form of Certified or Cashier's check in an amount not less than five (5) percent of the total bid (cash not accepted).
Check No.: N/A Date: N/A Amount: $ N/A

Bidder certifies that this purchase is for resale in the regular course of business, or is to be used as an ingredient or component part of a new article of tangible personal property to be produced for sale, or is a chemical to be used in processing an article to be produced for sale.
Resale No.: Signed: (Authorized Signature as required)

The Undersigned hereby agrees to purchase any or all items described above in accordance with conditions and instructions contained in this bid call:
Bidder: Phone: 
Address: City/State/Zip:
Printed Name/Title: Fax: 
Signed: Date: 

C:\Users\shefley\Desktop\PT20-0073N_Surplus Equipment- Distribution Transformer\PT20-0073N_SURPLUS PROPERTY SALE.docx
Revised 04/2005
Bid Submittal Check Sheet

Your bid proposal must be received in the Purchasing Division by 11:00 a.m., Wednesday, February 26, 2020. Submittals are accepted by one of the following delivery methods: e-mail, facsimile, or mail. The City accepts no responsibility for transmission errors.

E-mailed bid submittals are to be sent to sendbid@cityoftacoma.org for this solicitation. Please include the Collective Bid Number, PT20-0073N, in the subject line of your e-mail. Bids are subject to the submittal deadline noted in the bid solicitation document. The time of e-mail receipt will be considered as the time of submittal.

Submittals may be mailed to 3628 South 35th Street, Tacoma, WA 98409 or faxed to 253-502-8372.

The following items make up your bid submittal package:

1. Signed Bid Proposal Page
2. Statement of Intent and Methods of Equipment Dismantle.

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

Documents required after award:

Payment
Insurance Certificate and Endorsements
Hold Harmless Form
Resellers Certificate, if applicable
CITY OF TACOMA
GENERAL INSTRUCTIONS FOR BIDDING ON SURPLUS PROPERTY

Submittal Information

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

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

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

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

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

Disclaimer of Warranty

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

Quantities/Payment

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

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

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

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

Hazardous/Toxic Substances

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

Indemnification - Hold Harmless

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

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

ITEM: ___________________________ $ 

ITEM: ___________________________ $ 

ITEM: ___________________________ $ 

ITEM: ___________________________ $ 

PURCHASER/RECIPIENT: ____________________________________________________________

ADDRESS: ________________________________________________________________

CITY & STATE: ___________________________ ZIP CODE __________________

PHONE: ____________________________

NAME: ________________________________________ DATE: __________________

SIGNATURE: ____________________________

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

Revised 04/2005
The Contractor (Contractor) shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, the City of Tacoma (City) shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

1. **GENERAL REQUIREMENTS**

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

1.1. City reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.

1.2. The insurance must be written by companies licensed in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide www.ambest.com.

1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.

1.4. Policies of Insurance, such as Commercial General Liability or Commercial Auto Liability or Marine General Liability or Aircraft General Liability or Excess Liability, required under this Contract that name City as Additional Insured shall:

   1.4.1. Be considered primary and non-contributory for all claims.
   1.4.2. Contain a “Severability of Insureds”, “Separation of Interest”, or “Cross Liability” provision and a “Waiver of Subrogation” clause in favor of City.

1.5. A Waiver of Subrogation in favor of City for General Liability and Automobile Liability.

1.6. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.

1.7. Insurance policy(ies) shall be written on an “occurrence” form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security.

1.8. If coverage is approved and purchased on a “Claims-Made” basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.

1.9. Contractor shall provide City notice of any cancellation or non-renewal of this required insurance within 30 calendar days.

1.10. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City.

1.11. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City may, after giving five (5) business day notice to Contractor to correct the breach, immediately
terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City by Contractor upon demand, or at the sole discretion of City, offset against funds due Contractor from City.

1.12. Contractor shall be responsible for all premiums, deductibles and self-insured retentions. All deductibles and self-insured retained limits shall be shown on the Certificates of Insurance. Any deductible or self-insured retained limits in excess of Ten Thousand Dollars ($10,000) must be approved by City Risk Management Division.

1.13. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).

1.14. City reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.

1.15. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by City to Contractor.

1.16. City, including its officers, elected officials, employees, agents, and authorized volunteers, and any other entities, as required by the Contract, shall be named as additional insured(s) by endorsement for all liability insurance policies set forth below. No specific person or department should be identified as the additional insured.

1.17. Contractor shall deliver a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor delivers the signed Contract for the work to City. Contractor shall deliver copies of any applicable Additional Insured, Waiver of Subrogation, and primary and non-contributory endorsements. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.

1.18. Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor’s obligation to maintain such insurance.

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

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

3.1. Commercial General Liability (CGL) Insurance
The CGL insurance policy must provide limits not less than One Million Dollars ($1,000,000) each occurrence and Two Million Dollars ($2,000,000) annual aggregate.

The CGL policy shall be written on an Insurance Services Office (ISO) form CG 00 01 (04-13) or its equivalent. Products and Completed Operations shall be maintained for a period of one year following final acceptance of the work. The CGL policy shall be endorsed to include:
3.1.1 A per project aggregate policy limit.
3.1.2 Contractual Liability—Railroad using ISO form CG 24 17 (10-01) or equivalent if Contractor is performing work within fifty (50) feet of a City railroad right of way.
3.1.3 City as additional insured using ISO form endorsements CG 20 10 (04-13) and CG 20 37 (04-13) or equivalent for ongoing and completed operations, or using ISO form endorsement CG 20 26 (04-13) or equivalent for Facility Use Agreements. Neither additional insured provisions within an insurance policy form, nor blanket additional insured endorsements will be accepted in lieu of the endorsements specified herein.

3.2 Commercial Automobile Liability (CAL) Insurance
Contractor shall obtain and keep in force during the term of the Contract, a policy of CAL insurance coverage, providing bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles.

Contractor must also maintain an MCS 90 endorsement or equivalent and a CA 9948 endorsement or equivalent if “Pollutants” are to be transported. CAL policies must provide limits not less than One Million Dollars ($1,000,000) each accident for bodily injury and property damage. Must use ISO form CA 0001 or equivalent.

3.3 Workers’ Compensation
Contractor shall comply with Workers’ Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states.

3.4 Employers’ Liability (EL) (Stop-Gap) Insurance
Contractor shall maintain EL coverage with limits not less than One Million Dollars ($1,000,000) each employee, One Million Dollars ($1,000,000) each accident, and One Million Dollars ($1,000,000) policy limit.

3.5 Pollution Liability (PL) Insurance
Contractor shall procure and maintain a PL or Environmental Liability policy providing coverage, including investigation and defense costs, for bodily injury and property damage, including loss of use of damaged property or of property that has been physically damaged or destroyed. Such coverage shall provide both on-site and off-site cleanup costs and cover gradual and sudden pollution, and include in its scope of coverage City damage claims for loss arising out of Contractor’s work with limits not less than One Million Dollars ($1,000,000) each occurrence and Two Million Dollars ($2,000,000) aggregate. This policy shall include Environmental Resource Damage coverage.

Such insurance may be provided on an “occurrence” or “claims-made” basis. If such coverage is provided on a “claims-made” basis, the following additional conditions must be met:

3.5.1 The policy shall include coverage for Hazardous Substance Removal.
3.5.2 The policy must contain no retroactive date, or the retroactive date must precede the commencement date of this Contract.
3.5.3 The extended reporting period (tail) must be purchased to cover a minimum of six (6) years beyond completion of work.

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

4. **CONTRACTOR**

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

The five loads of distribution transformers, 438 in total, are available as is, where is. All the equipment will be drained of insulating oil and prepared for shipment by Tacoma Power. The currently available equipment is located at our Tacoma Public Utilities Transformer Shop.

All equipment may be examined prior to the bid deadline on a limited, escorted basis. Contact Sean Veley at (253) 502-8713 or Sean Forslund at (253) 502-8235 to arrange a visit or for any other questions regarding this offering.

The PCB content of all equipment is known to be less than 45 parts per million (ppm) and listed in the attached lists of equipment.

All available transformers are located at:
Tacoma Public Utilities
4202 74th St. S.
Tacoma, WA 98409

Please contact Sean Veley at (253) 502-8713 or Sean Forslund at (253) 502-8235 if any additional information is needed.
All equipment must be removed from the substation according to the schedule described below.

Schedule:
The contractor will provide 2 days’ notice of the arrival of a truck to pick up transformers. Tacoma Power will make sure that each transformer is drained of oil and ready for shipment. The contractor will be allowed no more than 30 working days to remove all listed equipment from the substation.

Oil Spill Prevention:
The successful bidder shall abide by all local, state and federal laws and regulations pertaining to the use, transport, handling, reclamation, and disposal of hazardous or toxic substances.

Safety:
The contractor must abide by all safety regulations while working on Tacoma Power property. Every Tacoma Power employee is acutely aware of safe operating practices and is authorized to stop any work they consider to be unsafe. The contractor will abide by any direction to stop work for safety reasons upon notice by any Tacoma Power employee. The contractor will immediately correct any condition or practice determined to be unsafe.
Tacoma Public Utilities

Surplus Utility Equipment Inventory

Division: Power

Type of Equipment: Distribution Transformers. Overhead and pad mounted

Oil Drained and prepared for shipment.

Number or Amount of Equipment: 438

Legend:

Manufacturer:


Type:

IN – Indoor, NW – Network, OH – Overhead, PD – Padmount, RO – Regulated Output, UG – Underground, ST – Station Type, VT – Vault Type, SEC – Sectionalizer