



**City of Tacoma Fire Department  
Request for Proposals**

**Live Fire Simulation Training Facility Prop**

**Specification FD14-0649F**



City of Tacoma

REQUEST FOR PROPOSALS

Specification No. FD14-0649F  
Tacoma Fire Department  
Live Fire Simulation Training Prop

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 35<sup>th</sup> Street, Tacoma, WA 98409.

Proposals will be received until **11:00 a.m., Pacific Time, Tuesday, January 20, 2015**, 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](http://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 not be held.

**Project Scope:** Purchase of a live fire simulation training prop for the Tacoma Fire Department.

**Estimate:** \$450,000

**The following is applicable to Federal Aid Projects:** The City of Tacoma in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. Additional information regarding the specifications may be obtained by contacting Richelle Krienke, senior buyer, by email to [rkrienke@cityoftacoma.org](mailto:rkrienke@cityoftacoma.org).

CITY OF TACOMA

Patsy Best  
Interim Procurement and Payables Division Manager

City of Tacoma protest policy, located at [www.tacomapurchasing.org](http://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 CHECK LIST

This checklist identifies items to be included with your submittal. Any submittal received without these required items may be deemed non-responsive and may not be considered for award.

**Please do not include this specification document with your submittal. Doing so may render your submittal as non-responsive.**

Sealed submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Proposals page at the front of this Specification or subsequent addenda. See also Section 3.04 Submittal Package Requirements.

Respondents are encouraged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, wherever possible.

<p><b>The following items, in this order, make up your submittal package:</b></p> <p><u>Other than the forms listed below, please do not include other pages or content from this RFP.</u></p>		
1	<p>Signature Page (Appendix A) with <b><u>ink signature</u></b>, including acknowledgement of any addenda</p> <p>This form is intended to serve as page 1 of your submittal. Do not alter it in any way or add to letterhead paper or present cover letters or blank pages ahead of it.</p>	
2	Price Proposal Form (Appendix A) – no substitutions or alterations	
3	Information in Section 3.02 – Content to be Submitted	
4	Confidential information identified and indexed as indicated in 3.03	
<p><b>Provide the following in a sealed envelope or package labeled with the specification number, specification title, and Respondent name and address as indicated in Section 3.04:</b></p> <ul style="list-style-type: none"> <li>• <b>One original with ink signature</b> (not an electronic or Xeroxed signature) of your complete submittal, arranged as indicated in Sections 3.01 and 3.02.</li> <li>• <b>Four copies</b> of your complete original submittal</li> <li>• <b>One electronic copy</b> (USB drive, labeled with company name) in either Word or PDF format, arranged as indicated in Sections 3.01 and 3.02.</li> </ul> <p style="text-align: center;"><b>Clearly identify original and copies.</b></p>		

<b>After award approval, the following documents will be required:</b>		
1	Selected Respondent(s) required to enter into a Contract incorporating terms and conditions contained herein.	
2	Certificate of Insurance and applicable endorsements (Appendix B)	
3	Performance Bond (Appendix B)	
4	City of Tacoma business license, if applicable (Appendix C – See item 1.15 C. of the Standard Terms and Conditions Section 1 – Solicitation)	

**REQUEST FOR PROPOSALS FD14-0649F  
LIVE FIRE SIMULATION TRAINING FACILITY PROP**

**SECTION 1 – PROJECT OVERVIEW / CALENDAR / INQUIRIES**

**1.01 PROJECT OVERVIEW AND PURPOSE**

- A. The City of Tacoma (City) / Tacoma Fire Department (Department) is soliciting proposals to establish one or more contracts with qualified vendors to fulfill the City’s need for the supply, delivery and assembly of a live fire simulation training prop. The prop will be located at the Fire Department training facility, 2124 Marshall Avenue, Tacoma WA 98421.
- B. The preference is to award a single contract. However, the City reserves the right to split the award, or make no award, if it is in the City’s best interest.
- C. The simulation prop shall be new and unused.
- D. Respondents may be required to submit samples of their product for evaluation prior to award. Products that fail to meet City standards or any of the specifications herein may be rejected.
- E. Submittals must comply with these specifications. Failure to comply with all provisions of the RFP may result in disqualification.
- F. Note that the provisions found in Section 1, Section 2, Section 3, and Section 4 will prevail over any conflicting provisions found in the Standard Terms and Conditions (Appendix C) of this RFP.
- G. This solicitation may be found at [www.tacomapurchasing.org](http://www.tacomapurchasing.org): Navigate to *Contracting Opportunities / Supplies Solicitations*, scroll to this RFP and click the word *Specification*.

**1.02 CALENDAR OF EVENTS**

The anticipated schedule of events concerning this RFP is as follows:

Questions due, 3:00 p.m.	January 8, 2015
Questions and answers posted	January 13, 2015
Submittal deadline, 11:00 a.m.	January 20, 2015
Interviews/presentations, if conducted	Week of February 2-6, 2015
City Council consideration of award, if required	February, 2015

This is a tentative schedule only and may be altered at the sole discretion of the City.

Contract may be issued after City Council approval, if required.

### 1.03 PRE-SUBMITTAL CONFERENCE / QUESTIONS AND REQUESTS FOR CLARIFICATION

- A. A pre-submittal conference will not be held; however, Questions and requests for clarification of these Specifications may be submitted in writing by **3:00 p.m., Pacific Time, January 8, 2015**, to Richelle Krienke, Purchasing Division, via email to rkrienke@cityoftacoma.org. 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 January 13, 2015**, on the Purchasing website at [www.TacomaPurchasing.org](http://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. (See Section 4.01)

### 1.04 ACCEPTANCE AND RESPONSIVENESS

- A. Respondents agree to provide a minimum of 60 days from the submittal deadline for acceptance by the City.
- B. 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.
- C. The final selection, if any, will be that submittal or Respondent which, after review and potential interviews and reference checks, in the sole judgment of the City, best meets the requirements set forth in this RFP.

### **1.05 CONTRACT TERM**

- A. This is a one-time contract. Project completion is expected within 120-150 days of receipt of the City's Notice to Proceed.

### **1.06 PRICING**

- A. Unit or lump sum prices shall be all inclusive and submitted as FOB destination, freight pre-paid and allowed (freight included in price).
- B. If the unit price does not compute to the extended total price, the unit price shall govern.
- C. Pricing under any Contract resulting from this RFP shall be firm for the contract period.
- D. The City may award to other than the highest ranked Respondent if the price offered by the Respondent is more than the budget available for this project.
- E. Price must include all labor and expenses and any tools or costs required to complete this project.
- F. Submitted prices shall include costs of proposal preparation, servicing of the account, all contractual requirements during Contract period such as transportation, permits, labor, insurance costs, wages, materials, tools, components, equipment, and appurtenances necessary to complete the work, which shall conform to the best practice known to the trade in design, quality, material and workmanship and be subject to these Specifications in full.

### **1.07 FREIGHT / SHIPPING**

The City will not pay handling charges for shipping any order. However, the City may occasionally authorize the Supplier to invoice freight costs for special orders when next day air shipment or special handling is requested. Likewise, if the Supplier is requested by the City to ship materials from a factory that charges the Supplier a handling charge, upon approval of the City staff person placing the order, the handling charge may be passed through to the City at net cost. Supplier shall invoice special order freight charges at actual cost of transportation. Supplier shall upon request provide documentation of actual freight/shipping charges.

## **SECTION 2 – PROJECT SCOPE / TECHNICAL PROVISIONS**

### **2.01 BACKGROUND**

As part of the NFPA 1001 standard for qualification of professional fire fighters, firefighters must be competent at containing and extinguishing at grade and below grade fires. To receive this competency, firefighters require live-fire training. The structure will be used to provide ongoing live-fire training scenarios as well as search and rescue, confined space and rope rescue training.

### **2.02 TECHNICAL REQUIREMENTS**

The successful Respondent will source, deliver and assemble a live fire simulation training prop to the specifications stated below in Section 2.05.

### **2.03 SCHEDULE OF WORK**

Work shall be completed within 120 to 150 days of receipt of the City's Notice to Proceed. The City may withhold payment if work is not completed within the approved schedule. See Section 2.07.

### **2.04 PROJECT DESCRIPTION**

- A. Supply, deliver and erect a live fire simulation training prop to the satisfaction of the City of Tacoma project representative(s).
- B. This Specification is designed to provide "safety first" training facility to employees and peer group staff while allowing for realistic fire emergency response training scenarios.
- C. Note: These Specifications are a minimum standard of supply and function. Respondents may provide equivalent or alternate materials, equipment and systems that meet or exceed the specification standards stated. Equivalent or alternate materials, equipment and systems will be evaluated by the City for compliance.

### **2.05 TRAINING FACILITY GENERAL REQUIREMENTS**

- A. The training facility shall be a three-story structure, be constructed from one-trip International Organization for Standardization (ISO) containers.
- B. Vendor shall provide a graphical representation of their training structure solution with their proposal that substantially satisfies the below noted specification requirements.
- C. The training structure shall be in compliance with NFPA 1402 "Guide to Building Fire Service Training Centers 2012 Edition."
- D. The selected vendor shall prepare layout drawings and coordinate a design review meeting upon project award.
- E. The training structure shall be delivered within 150 to 180 days upon project award and layout drawing approval.

- F. The Live-Fire Component of the training structure shall provide both Class “A” and LPG fueled training.
- G. The training facility exterior shall be painted Tacoma’s choice of color.
- H. The awarded vendor shall assist Tacoma’s architect and/or engineer to ensure that the site is properly prepared and ready to receive the training facility prior to delivery.
- I. Training facility proposals shall include costs associated with delivery and on-site assembly at Tacoma’s prepared site.
- J. Awarded Vendor shall include a three-day “train the trainer course” for up to 12 students within two weeks of training facility delivery. Course shall be conducted on-site by a certified fire instructor (CFI).
- K. The training facility shall contain a warranty for a period of one year for workmanship and materials and five years for structural integrity starting from the date of delivery.
- L. Vendor shall include an electronic version of the training facility operations and maintenance manual at time of delivery.

**2.06 TRAINING FACILITY SPECIFICATIONS:**

- A. The training facility shall include one liquid petroleum gas (LPG) and two Class “A” fueled burn rooms. Burn rooms shall be fabricated as a secondary fully insulated sleeve within the container structure. The LPG fueled burn room shall include two independently controlled props operated via a fixed control panel located as specified by Tacoma. The burn rooms shall include a ventilation and temperature monitoring system.
- B. A pitched roof prop should be incorporated into the facility for vertical ventilation training purposes. A secondary Flat Roof Prop shall be included.
- C. Multiple points of egress via personnel doors shall be provided and various windows included for differing training scenarios.
- D. Interior and exterior stairs shall be provided to support various training scenarios.
- E. The training facility shall include SCBA reconfigurable maze and confined space training capabilities. The maze system shall allow the interior floor space to be reconfigured to support various interior fire attack scenarios.
- F. A 4’ x 8’ Wall Breach Simulator designed to hold 2” x 4” wood studs and drywall shall be included.
- G. A multifunctional forcible entry door prop, variable angle rebar cutting prop, steel panel cutting prop, and behind the wall fire prop shall be included.
- H. The training facility shall provide rope rappelling training capabilities that are in compliance with applicable OSHA standards.

- I. All exposed container rooftops shall contain steel galvanized bar grating surface and galvanized guardrail system.
- J. An interior and exterior lighting system for hard wire connection to on-site electrical service shall be provided.
- K. Exterior Full Height Standpipe System: Standpipe shall provide a Siamese FDC connection at ground level, and hose connection at all story-levels.

## **2.07 QUALITY ASSURANCE AND TOTAL PERFORMANCE**

The Contractor shall ensure that all work is completed to the satisfaction of the City.

The City will inspect the work and report any errors or workmanship defects to the Contractor for correction. Contractor shall be responsible for the correction of all defects of the work, at no cost to the City, regardless whether or not the defects were apparent when total performance of the work was achieved and approved by the City.

## **2.08 INSURANCE**

City of Tacoma standard insurance requirements apply. (See Appendix B.)

## **2.09 SURETY / PERFORMANCE BOND**

A performance bond, including power of attorney, for this project is required in the amount of 100 percent of the Contract total, excluding sales tax.

- A. The City's performance bond form must be used (see Appendix B).
- B. The performance bond must be executed by a surety company licensed to do business in the state of Washington.
- C. The cost of a performance bond must be included in submittal prices. Bonds will not be paid as a separate line item.
- D. For a supply-type contract, a certified or cashier's check or cash may be substituted for the bond; however, this cash or check must remain with the City through the guarantee period and any interest on said amount shall accrue to the City.

## SECTION 3 – SUBMITTAL FORMAT, CONTENT, EVALUATION, AWARD

### 3.01 FORMAT AND PRESENTATION

Submittals should be clear and succinct. The inclusion of standard company brochures or similar marketing materials is allowed but will not be evaluated and may not be used in lieu of providing responses to the Section 3.02 Content to be Submitted immediately below.

- A. A full and complete response to each of the “content to be submitted” items (Section 3.02) is expected in a single location; do not cross reference to another section of the submittal document.
- B. Required format
  - Page size: 8.5” x 11” (no pages larger or smaller than this size)
  - Margins: 0.75” or greater
  - Font and size: Arial 10 (or equivalent) or larger
  - Numbered pages: Please number all pages in your submittal documents
- C. For purposes of review and in the interest of the City's sustainable business practices, Respondents are encouraged to **print/copy on both sides of a single sheet of paper** wherever possible. The City encourages the use of materials (e.g., paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable.
- D. The City prefers the use of **recyclable 3-ring binders** to allow reviewers to remove specific pages/sections. Please do not use gum or spiral bindings. The use of materials that cannot be easily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers is discouraged.
- E. Color is acceptable, but content should not be lost by black-and-white printing or copying.

### 3.02 CONTENT TO BE SUBMITTED

Provide complete and detailed responses to all items using the same numbering format as presented below. Organization of the submittal should follow the sequence of contents below so that essential information can be located easily during evaluation.

Submittals that are incomplete or conditioned in any way that contain alternatives or items not called for in this RFP, or not in conformity with law, may be rejected as being non-responsive. The City will not accept any submittal containing a substantial deviation from the requirements outlined in this RFP.

## **A. Required Forms\***

1. Signature Page\*
2. Price Proposal Form\* -- Price should be lump sum for the supply, delivery and assembly of the training prop, including all work, materials, and expenses, excluding sales tax.

\*Do not alter these forms in any way or substitute letterhead paper for them. Do not present cover letters or blank pages ahead of these forms.

The Signature Page must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your agency. This individual must be at least 18 years of age.

## **B. Executive Summary / Letter of Introduction**

1. A short history and description of your firm, including organizational structure, areas/regions served, etc.
2. Background information of the parent company, if any.
3. Name and address of firm, telephone number, email address, website address, and contact person, with title, for this solicitation.
4. Name, title, and contact information of the person authorized to execute a contract on behalf of the Respondent.
5. Name, title, and contact information of the person who will be managing this Contract on behalf of the Respondent. Include a business card for this person.

## **C. Qualifications/Experience of Firm**

1. Describe the experience your firm has had within the last five years performing related scopes of work.

## **D. Qualifications of Key Personnel to be Assigned to this Project**

The personnel presented must be committed to this project for the expected term of the Contract.

1. List key personnel that will manage and work this project including relevant background and experience.
2. Include a brief biography or resume outlining the experience and qualifications of each staff person that will be involved.
3. Indicate the role(s) each individual will be assigned.
4. Summarize how these staff will be organized and supervised on the project.

## **E. Project Approach**

1. Describe the approach you would use to prepare for and complete this scope of work. Address all criteria listed in this RFP.
2. Describe the quality assurance procedures used by your firm.
3. Describe the City resources you require to complete this scope of work.

## **F. Project Schedule**

1. Provide a proposed schedule of the work, including a provision to complete the work within 120 to 150 days of receipt of the City's Notice to Proceed.

## **G. Operations Manual**

## **H. CAD Drawings**

## **I. References**

Provide three or more recent client/customer references able to verify your firm's overall expertise for this scope of work. The clients should have worked with your firm within the last five years. For each reference provide the following information:

1. Company name
2. Website address, if applicable
3. Contact person(s) and title
4. Address
5. Phone number
6. Email address
7. Project description
8. Dates of service

## **J. Sustainability**

The City has an 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 and help us meet our sustainable purchasing goals.

1. Demonstrate your firm's commitment to providing the services identified in this RFP in a sustainable manner. What measures will your firm take to minimize impacts to the environment in the delivery of these services? Provide details of efforts, practices, and/or processes.

2. Demonstrate your firm's commitment to sustainable business practices, which could include, but is not limited to a formal sustainability program and/or policies covering recycling measures, energy conservation plans, water conservation policies, a green cleaning policy. Please provide details and include copies of reports, policies or plans if available.

#### **K. Credit Card Acceptance – EFT/ACH Acceptance**

1. Credit Card Acceptance

Provide a statement regarding your ability to meet the City's credit card requirements as well as identifying your reporting capabilities (Level I, II, or III). See Section 3.09. This information is not a consideration in the evaluation.

2. Electronic Funds Transfer (EFT) by Automated Clearing House (ACH) Acceptance

Provide a statement regarding your ability to accept payment by electronic funds transfer (EFT) by Automated Clearing House (ACH). See Section 3.09. This information is not a consideration in the evaluation.

#### **L. Exceptions to Terms and Conditions**

1. Detail proposed alternative forms of contract or exceptions, if any, to the City of Tacoma Standard Terms and Conditions (Appendix C).

### **3.03 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 (Appendix C).

### **3.04 SUBMITTAL PACKAGE REQUIREMENTS**

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.

### **3.05 EVALUATION CRITERIA**

- A. A Selection Advisory Committee (SAC) will review and evaluate submittals. After the evaluation, the SAC may conduct interviews of or request presentations by Respondents before final selection is made.
- B. The SAC may use references to clarify and verify information in submittals and interviews, if conducted, which may affect the rating. The City reserves the right to contact references other than those included in the submittal.

- C. The SAC may select one or more Respondents to provide the services required.
- D. The City may award to other than the highest ranked submittal or Respondent if the price submitted by the Respondent is more than the budget available for this project. Also, note that the inclusion of fees and charges as an evaluation factor does not require the City to select the Respondent submitting the lowest cost.
- E. The City reserves the right inspect the facilities or project sites of selected Respondents where work under this contract will be performed.
- F. Respondents may be asked to provide their and most recent audited financial statements demonstrating the Respondent's financial ability to meet the requirement of any Contract that may result from this RFP.
- G. A serious deficiency in any one criterion may be grounds for rejection.
- H. Submittals will be evaluated on the following criteria:

	<b>CRITERIA</b>	<b>Points</b>
<b>A</b>	<b>Qualifications/Experience of Firm and Key Personnel</b> 1) Experience with similar projects and related business capabilities 2) Technical capability, capacity, skills, and qualifications	15
<b>B</b>	<b>Methodology for Delivery and Assembly, and Schedule</b> 1) Project schedule 2) Delivery schedule 3) Methodology proposed for assembling training prop components	15
<b>C</b>	<b>Fees and Charges/Value</b> 1) Calculation – Lowest priced submittal divided by this proposal price times points available for price	25
<b>D</b>	<b>Compliance with Specifications</b> 1) Demonstrates understanding of project requirements 2) Complies with design specifications (including equivalents) stated in Section 2	35
<b>E</b>	<b>Submittal quality, organization, completeness</b> 1) Presentation of information is logical and clear 2) Completeness of proposal content 3) Adherence to format and layout requirements	5
<b>F</b>	<b>Sustainability Efforts</b>	5

### **3.06 INTERVIEWS / ORAL PRESENTATIONS**

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.

### **3.07 AWARD**

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 (or finalists) has been selected by the Selection Advisory Committee, contract negotiations will begin. If a contract is successfully negotiated, it will, if required, be submitted for final approval by the Public Utility Board and/or City Council. 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.

### **3.08 ADDITIONAL CONTRACTS / INTERLOCAL PURCHASES**

The initial award will be for the Tacoma Fire Department; however, other City locations/departments may be added to this Contract or develop their own separate contract from these Specifications during the contract term.

Other agencies or entities may enter into a separate contract based on these Specifications per RCW 39.34. See 2.12 of the Standard Terms and Conditions Section 2 – Supplies and 2.10 of the Standard Terms and Conditions Section 2 – Services (Appendix C).

### **3.09 PAYMENT METHOD – CREDIT CARD ACCEPTANCE – EFT/ACH ACCEPTANCE**

Payment methods include:

- A. Credit card. Tacoma's VISA procurement card program is supported by standard bank credit suppliers and requires merchants abide by the VISA 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 (Appendix C).

The City's preferred method of payment is by Visa credit card (aka procurement card). Respondents may be required to have the capability of accepting the City's authorized procurement card as a method of payment. **The City of Tacoma will not accept price changes or pay additional fees when the procurement card is used.**

The City, in its sole discretion, will determine the method of payment for goods and/or services as part of this Contract.

## **SECTION 4 – PROJECT REQUIREMENTS / SPECIAL PROVISIONS**

### **4.01 REVISIONS TO RFP – ADDENDA**

In the event it becomes necessary to revise any part of this RFP, addenda will be issued to registered bid holders/planholders and posted on the Purchasing website at [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org): Navigate to *Contracting Opportunities / Supplies Solicitations*, and scroll to this RFP. Failure to acknowledge addenda may result in a submittal being deemed non-responsive.

Answers in response to RFP inquiries (see Section 1.03 above) are not typically provided as an addendum.

### **4.02 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN RFP**

Respondent shall notify in writing the City of Tacoma Purchasing contact identified in the Request for Proposals page of any ambiguity, conflict, discrepancy, omission, or other error in these Specifications no later than five business days prior to the submittal deadline. The City will make any necessary modifications by addendum (see Section 4.01 above).

Respondent is responsible for identifying any ambiguity, conflict, discrepancy, omission, or other error in these Specifications prior to submitting its proposal or the ambiguity, conflict, discrepancy, omission, or other error is waived. Any submittal that includes assumed clarifications and/or corrections without the required authentication of the same is subject to rejection.

### **4.03 DELIVERY OF PRODUCTS AND SERVICES – IDLING PROHIBITED**

The City of Tacoma has a commitment to reduction of unnecessary fuel emissions and improving air quality by reducing unnecessary air pollution from idling vehicles. Limiting car and truck idling supports cleaner air, healthier work environments, the efficient use of city resources, the public's enjoyment of City properties and programs, conservation of natural resources, and good stewardship practices.

Vehicles and/or diesel fuel trucks shall not idle at the time and location of the delivery to the City for more than three minutes. The City requires contractors to utilize practices that reduce fuel consumption and emission discharge, including turning off trucks and vehicles during delivery of products to the City. Exceptions to this requirement include when associated power is necessary to make a delivery or provide the service, when the engine is used to provide power another device, and when a running engine is required for proper warm-up and cool-down of the engine.

### **4.04 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. To view the above City policies go to Section XXIV.A. of the [Purchasing Policy Manual](#).

#### **4.05 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.

#### **4.06 COSTS TO PREPARE SUBMITTAL**

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.

#### **4.07 SUBMITTAL CLARIFICATION**

Respondents may be asked to clarify their submittal. This action shall not be construed as negotiations or any indication of intentions to award. If called upon, the Respondent must 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 (Appendix C).

#### **4.08 CONTRACT OBLIGATION / ACCEPTANCE OF SUBMITTAL CONTENTS**

The submittal contents of the successful Respondent will become contractual obligations if a Contract ensues.

As part of the negotiation process, Respondents may propose alternative or additional forms of contract for City's consideration by the City and Respondents may propose changes or amendments to the City's standard Terms and Conditions contained in this RFP, but the CITY, at its sole option, will decide whether to open discussion on each proposed amendment,

addition, objection or exception, and/or to accept, reject or modify alternative forms of submitted by Respondents.

Note that the provisions found in the final signed Contract will prevail over any conflicting provisions found in the Standard Terms and Conditions of this RFP.

No costs chargeable for work under the proposed Contract may be incurred before receipt of a fully executed Contract.

#### **4.09 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 only with the Prime Respondent. All contract payments will be made only to 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. The City reserves the right to select more than one Prime Respondent.

#### **4.10 COMMITMENT OF KEY PERSONNEL**

The Respondent agrees that key personnel identified in its submittal or during contract negotiations as committed to this project will, in fact, be the key personnel to perform during the life of this contract. Should key personnel become unavailable for any reason, the selected Respondent 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.

#### **4.11 ADDITIONAL PRODUCTS AND SERVICES**

Any related additional products and services of benefit to the City not specifically required in this RFP, but which the Contractor offers to provide, may be outlined on a separate page and included with the submittal.

#### **4.12 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. New items not meeting these criteria will not be added to the Contract. Contractor profit margins are not to increase as a result of Contract additions.

Any new services accepted by the City may be added to this Contract and/or substituted for discontinued services. New services shall meet or exceed all specifications of original award.

#### **4.13 ACCEPTANCE / REJECTION OF SUBMITTALS**

The City reserves the right and holds at its discretion the following rights and options:

- To waive any or all informalities

- To award one or more contracts
- To award by line item or group of line items
- To not award one or more items
- To not award a contract
- To issue subsequent RFPs

#### **4.14 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 its proposal.

## **APPENDIX A**

Signature Page

Price Proposal Form

**SIGNATURE PAGE**

**TACOMA FIRE DEPARTMENT**

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 35<sup>th</sup> Street, Tacoma, WA 98409. **See the Request for Proposals page near the beginning of the specification for additional details.**

**REQUEST FOR PROPOSALS SPECIFICATION NO. FD14-0649F  
LIVE FIRE SIMULATION TRAINING FACILITY PROP**

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.***

**CITY OF TACOMA**  
**\* PRICE PROPOSAL FORM \***  
**Request for Proposals FD14-0649F**  
**Live Fire Simulation Training Facility Prop**

**Respondent Name** \_\_\_\_\_

**Respondent shall submit one original and four copies of its entire submittal.** If Respondent wishes to submit alternate bids, copy the appropriate bid pages and submit alternate bids.

All prices are to be in U.S. dollars and include all associated fees. The City will not pay any additional fees, tariffs, add-ons or surcharges.

We agree to furnish the following items F.O.B. Destination, freight prepaid and allowed (included in unit price).

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**A. PROPOSAL**

**Price submitted shall be all inclusive, before sales tax, and include all handling and transportation charges and all other charges and fees incidental to and forming your proposal.**

**Price shall not include options, discounts or credits.**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EXTENDED PRICE</u>
1.	Supply, delivery, assemble Live Fire Simulation Training Prop	\$ _____
	Sales Tax (9.5%):	\$ _____
	<b>TOTAL:</b>	<b>\$ _____</b>

**B. Estimated time in days to complete assembly, including delivery for full use of live fire simulation prop** \_\_\_\_\_

Installation location: Tacoma Fire Department Training Center  
2124 Marshall Avenue  
Tacoma, WA 98421

Respondent Name \_\_\_\_\_

**C. Options**

Options shall not be included in the proposal price. Enter up charge or credit for each option listed.

Other options? \_\_\_\_\_ \$ \_\_\_\_\_

Other options? \_\_\_\_\_ \$ \_\_\_\_\_

Other options? \_\_\_\_\_ \$ \_\_\_\_\_

If needed insert pages here and list additional options offered.

**D. Credit Value And Discounts**

Credits and/or Discounts shall not be included in the proposal price.

Other credits? \_\_\_\_\_ \$ \_\_\_\_\_

Other credits? \_\_\_\_\_ \$ \_\_\_\_\_

Other credits? \_\_\_\_\_ \$ \_\_\_\_\_

If needed insert pages here and list additional credits offered.

**E. Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_ days, net 30.**

Payment discount periods of 20 calendar days or more will be considered in determining lowest responsive bid.

**F. Is your firm registered with the City of Tacoma as a Small Business Enterprise (SME)?**  
**\_\_Y \_\_N**

**If yes, in what categories are you registered?**

\_\_\_\_\_  
\_\_\_\_\_

**G. Your firm agrees to provide a minimum of \_\_\_\_\_ days (60 days minimum) from the submittal deadline for acceptance by the City.**

**H. Does your firm accept payment by EFT/ACH? \_\_Y \_\_N**  
(Electronic Funds Transfer (EFT) by Automated Clearing House (ACH))

Respondent Name \_\_\_\_\_

**I. Does your firm accept payment by Visa credit card? \_\_\_Y \_\_\_N**

NOTE: The City of Tacoma will not accept price changes or pay additional fees when a credit card is used.

**J. Manufacturer's/Respondent's Guarantees and/or Warranties.** Indicate whether proposed guarantees and/or warranties "equal or exceed" those specified in Section 2.05 K. and the Standard Terms and Conditions – Supplies 2.13. Provide additional pages if needed.

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**K. State Whether Exception "IS" or "IS NOT" Taken to This Specification.** A statement here that exception "IS NOT" taken will create a conclusive presumption that you accept and will comply with all Specification requirements. Department Revise – Delete as applicable. Provide additional pages if needed.

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## **APPENDIX B**

Performance Bond

Standard Certificate of Insurance and Endorsement Requirements



# PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.  
Bond No.

**KNOW ALL MEN BY THESE PRESENTS:**

That we, the undersigned, \_\_\_\_\_

as principal, and \_\_\_\_\_

a corporation organized and existing under the laws of the State of \_\_\_\_\_

as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to the CITY OF TACOMA in the penal sum of \$ \_\_\_\_\_, for the payment of

which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, the Ordinances of the City of Tacoma.

Dated at Tacoma, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Nevertheless, the conditions of the above obligation are such that:

WHEREAS, under and pursuant to the City Charter and general ordinances of the City of Tacoma, the said City has or is about to enter with the above bounden principal, a certain contract, providing for

Specification No. \_\_\_\_\_

Specification Title: \_\_\_\_\_

Contract No. \_\_\_\_\_

(which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW, THEREFORE, if the said \_\_\_\_\_ shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics, subcontractors and materialmen; the claims of any person or persons arising under the contract to the extent such claims are provided for in RCW 39.08.010; the state with respect to taxes imposed pursuant to Titles 50, 51, and 82 RCW which may be due; and all persons who shall supply said principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the City of Tacoma harmless from any damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract after its acceptance thereof by the City of Tacoma and all claims filed in compliance with Chapter 39.08, RCW are resolved, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

Approved as to form:

Principal:

\_\_\_\_\_  
*City Attorney*

\_\_\_\_\_  
By: \_\_\_\_\_

Surety:

\_\_\_\_\_  
By: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Agent's Address: \_\_\_\_\_



INSURANCE CERTIFICATE REQUIREMENTS

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

Table with 2 columns: CONTRACT AMOUNT and LIABILITY LIMITS. Rows include: \$ 25,000 and Under; \$500,000 and Under; Over \$500,000. Corresponding 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 \_\_\_\_\_).

Table with 2 columns: CERTIFICATE HOLDER and CANCELLATION. Row 1: CITY OF TACOMA, PO BOX 11007, TACOMA WA 98411-0007. Row 2: '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 C**

Standard Terms and Conditions – Solicitation – Section 1

Standard Terms and Conditions – Services – Section 2

Standard Terms and Conditions – Supplies – Section 2

**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 35<sup>th</sup> 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](http://www.TacomaPurchasing.org). Such addendum must be acknowledged in the submittal. The City of Tacoma will not be responsible for any other explanation or interpretation of the specification documents.

**1.10 ALTERATIONS NOT ALLOWED**

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

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

**1.11 INSERTION OF MATERIAL CONFLICTING WITH SPECIFICATIONS**

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

**1.12 FIRM PRICES/ESCALATION**

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

**1.13 SHIPPING**

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

**1.14 LEGAL HOLIDAYS**

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

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

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

**1.15 TAXES**

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

**A. Federal Excise Tax**

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

**B. State and Local Sales Tax**

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

**C. City of Tacoma Business and Occupation Tax**

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

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

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

**D. Any or All Other Taxes**

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

**1.16 WASHINGTON BUSINESS LICENSE REQUIREMENT**

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

**1.17 PUBLIC DISCLOSURE**

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

**1.18 PROPRIETARY OR CONFIDENTIAL TRADE SECRET INFORMATION**

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

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

**1.19 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

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

**1.20 LEGAL DISPUTES**

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

**1.21 PURCHASE ORDER TERMS AND CONDITIONS**

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

**1.22 RESPONDENT'S REFUSAL TO ENTER INTO CONTRACT**

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

**1.23 AWARD**

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

**1.24 FINAL AWARD DETERMINATION**

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

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

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 CONTRACTOR**

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

**2.02 ENTIRE AGREEMENT**

This Specification, purchase orders issued by the City pursuant hereto, and the Contractor'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 contractor invoices. No modification of this Contract shall be effective unless mutually agreed in writing.

**2.03 SERVICES**

The services and/or work contracted for herein exclude public works and improvements as defined in RCW 39.04, as that statute may hereafter be amended.

**2.04 SCOPE OF WORK**

The Contractor agrees to diligently and completely perform the services required by this Contract.

The City shall have the right to make changes within the general scope of services and/or deliverables upon execution in writing of a change order or amendment hereto. If the changes will result in additional work effort by Contractor the City agrees to reasonably compensate the Contractor for such additional effort up to the maximum amount specified in the Contract or as otherwise provided by Tacoma Municipal Code. Delivery of incidental products will be as designated in this Contract.

**2.05 TIME FOR PERFORMANCE**

All services shall be satisfactorily completed by the termination date contemplated by this Contract, and this Contract shall expire on said date unless mutually extended in writing by the Parties.

**2.06 EXTENSION OF CONTRACT**

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

**2.07 COMPENSATION**

The City shall compensate the Contractor in accordance with the Contract. Said compensation shall be the total compensation for Contractor'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 Contractor.

**2.08 INVOICES**

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 Contractor'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.

**2.09 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 Contractor for all risk, loss, damages or expense of whatever nature, and acceptance of payment shall constitute a waiver of all claims submitted by Contractor. 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.

**2.10 ADDITIONAL CITY CONTRACTS**

During the term of this Contract, other City of Tacoma Departments/Divisions shall have the right to enter into additional service contracts or issue purchase orders based on the unit prices and/or service rates stated in this Contract. An exception taken specifically to this provision at time of submittal shall not constitute a material deviation in the bidding process.

**2.11 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 Contractor, 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 Contractor's responsibility to inform such public agencies of this Contract. Contractor shall invoice such public agencies as separate entities.

**2.12 WARRANTIES/REPRESENTATIONS**

The Contractor warrants that all services performed pursuant to the Contract shall be generally suitable for the use to which the City intends to use said services as expressed in this Contract. The Contractor represents and warrants that it will diligently and completely perform all services and obligations consistent with customarily accepted good practices and standards of performance applicable to service providers rendering the same or similar type of service and that it will comply with all applicable federal, state and local laws, ordinances, rules and regulations including, but not limited to, the Occupational Safety and Health Administration (OSHA) and the Washington Industrial Safety and Health Act (WISHA). If the Contractor intends to rely on information or data supplied by the City, other City contractor's or other generally reputable sources without independent verification, such intent shall be brought to the attention of the City.

**2.13 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 Contractor acknowledges that it is responsible for the payment of all taxes applicable to this Contract and the Contractor 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 Contractor, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The Contractor 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 Contractor agrees to hold the City harmless from such costs, including attorney's fees. In the event the Contractor 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 Contractor 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 Contractor's total compensation.

**2.14 FEDERAL, STATE AND MUNICIPAL LAWS AND REGULATIONS**

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

**2.15 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.

**2.16 NON-DISCRIMINATION**

The Contractor 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 Contractor 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 Contractor 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.

**2.17 PREVAILING WAGES PAID – IF REQUIRED**

If this Contract involves services for which state and/or local laws may require the Contractor to pay prevailing wages, and Contractor hereby agrees to pay such applicable prevailing wages. If applicable to this Contract, a Schedule of Prevailing Wage Rates for the locality or localities where this Contract will be performed is attached and made of part of this Contract by this reference. If prevailing wages do apply to this Contract, the Contractor and its subcontractors shall (a) be bound by the provisions of Chapter 39.12 RCW, as amended, relating to prevailing wages and usual fringe benefits, (b) ensure that no worker, laborer or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage specified on that Schedule, and (c) immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages must be submitted by the Contractor and its subcontractors to the City, in the manner requested by the City, prior to any payment by the City hereunder, and an Affidavit of Wages Paid must be received or verified by the City prior to final Contract payment.

**2.18 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 Contractor shall comply with all federal, state and City conflict of interest laws, statutes and regulations. The Contractor represents that the Contractor 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 Contractor's services and obligations hereunder. The Contractor further covenants that, in performance of this Contract, no person having any such interest shall be employed. The Contractor 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.

**2.19 REPORTS, RIGHT TO AUDIT, PERSONNEL**

**A. Reports**

The Contractor shall, at such times and in such form as the City may reasonably require, furnish the City with periodic status reports pertaining to the services undertaken pursuant to this Contract.

**B. Right to Audit**

Upon City's request, the Contractor shall make available to City all accounts, records and documents related to the scope of work 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.

**C. Personnel**

If before, during, or after the execution of this Contract, the Contractor has represented or represents to the City that certain personnel would or will be responsible for performing services pursuant to this Contract, then the Contractor is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by the City, and on a case by case basis.

**2.20 TERMINATION AND SUSPENSION**

The City may terminate this Contract at any time, with or without cause, by giving 10 business days written notice to Contractor. In the event of termination, all finished and unfinished work prepared by the Contractor pursuant to this Contract shall be provided to the City. In the event City terminates this Contract due to the City's own reasons and without cause due to the Contractor's actions or omissions, the City shall pay the Contractor the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.

The City may suspend this Contract, at its sole discretion, upon three business days written notice to the Contractor. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the Contractor's actual expenses and shall be subject to verification. The Contractor shall resume performance of services under this Contract without delay when the suspension period ends.

Termination or suspension of this Contract by City shall not constitute a waiver of any claims or remaining rights the City may have against Contractor relative to performance hereunder.

**2.21 INDEMNIFICATION – HOLD HARMLESS**

The Contractor shall indemnify, defend and hold harmless the City, its officials, officers, agents, employees and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the fault of the City, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.

The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Respondent specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

These indemnifications shall survive the termination of this Contract.

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.

**2.22 INSURANCE**

The Contractor shall maintain all necessary insurance to protect Contractor and the City from losses and claims that may arise out of or result from performance of duties related to the Contract, including Worker's Compensation, automobile public liability and property damage, commercial general liability, professional liability, errors and omissions and others, as specified in the Insurance Requirements attachment.

**2.23 INDEPENDENT CONTRACTOR STATUS**

The Contractor is considered an independent contractor who shall at all times perform his/her duties and responsibilities and carry out all services as an independent contractor and shall never represent or construe his/her status to be that of an agent or employee of the City, nor shall the Contractor be eligible for any employee benefits. No payroll or employment taxes or contributions of any kind shall be withheld or paid by the City with respect to payments to Contractor. The Contractor shall be solely responsible for all said payroll or employment taxes and/or contributions including, but not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. If the City is assessed, made liable or responsible in any manner for such taxes or contributions, the Contractor agrees to indemnify and hold the City harmless from all costs incurred, including attorney fees.

Unless otherwise specified in writing, Contractor shall provide at its sole expense all materials, working space, and other necessities and instruments to perform its duties under this Contract. The Contractor, at

its sole expense, shall obtain and keep in force any and all applicable licenses, permits and tax certificates necessary to perform Contract services.

**2.24 NOTICES**

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the Contractor's registered agent and to the applicable City department representative.

**2.25 CITY OWNERSHIP OF WORK/RIGHTS IN DATA/PUBLICATIONS**

To the extent that Contractor creates any work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, Contractor agrees to the following: The work has been specially ordered and commissioned by the City. Contractor agrees that the work is a "work made for hire" for copyright purposes, with all copyrights in the work owned by City. To the extent that the work does not qualify as a work made for hire under applicable law, and to the extent that the work includes material subject to copyright, Contractor hereby assigns to City, its successors and assigns, all right, title and interest in and to the work, including but not limited to, all copyrights, patent, trade secret and other proprietary rights, and all rights, title and interest in and to any inventions and designs embodied in the work or developed during the course of Contractor's creation of the work.

The Contractor shall be solely responsible for obtaining releases and/or licenses for the reproduction, distribution, creation of derivative works, performance, display, or other use of copyrighted materials. Should the Contractor fail to obtain said releases and/or licenses, the Contractor shall indemnify, defend and hold harmless the City for any claim resulting there from.

**2.26 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.

**2.27 DUTY OF CONFIDENTIALITY**

Contractor acknowledges that unauthorized disclosure of information or documentation concerning the Scope of Work hereunder may cause substantial economic loss or harm to the City. Except for disclosure of information and documents to Contractor's employees, agents, or subcontractors who have a substantial need to know such information in connection with Contractor's performance of obligations under this Contract, the Contractor shall not without prior written authorization by the City allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.

**2.28 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.

**2.29 GOVERNING LAW AND VENUE**

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

**2.30 ASSIGNMENT**

The Contractor 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.

**2.31 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.

**2.32 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.

**2.33 CONFLICT WITH CONTRACT**

In the event of any conflict between this document, Standard Terms and Conditions Section 2, Services, 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, Services, are fully incorporated into and considered part of the Contract.

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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/GUARANTEES**

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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