ENVIRONMENTAL SERVICES / SOLID WASTE MANAGEMENT

REQUEST FOR BIDS

SOLAR POWERED TRASH COMPACTOR AND RECYCLING STATIONS

SPECIFICATION NO. ES20-0080F
Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, April 7, 2020

Submittal Delivery: Sealed submittals will be received as follows:

By Carrier:
City of Tacoma Procurement & Payables Division
Tacoma Public Utilities
3628 S 35th Street
Tacoma, WA 98409

In Person:
City of Tacoma Procurement & Payables Division
Tacoma Public Utilities Lobby Security Desk
Administration Building North – Main Floor
3628 S 35th Street
Tacoma, WA 98409

By Mail:
City of Tacoma Procurement & Payables Division
Tacoma Public Utilities
PO Box 11007
Tacoma, WA 98411-0007

Submittal Opening: Sealed submittals in response to a RFB will be opened by a Purchasing representative and read aloud during a public bid opening held in Conference Room M-1, located on the main floor of Administration Building North. Submittals in response to an RFP, RFQ, or RFI are recorded as received, but are not typically opened and read aloud. As soon as possible after 1:00 p.m. the day of bid opening, the names of vendors submitting proposals are posted to the website for public viewing.

Solicitation Documents: 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.

- Register for the Bid Holders List to receive notices of addenda, questions and answers and related updates.
- Click here to see a list of vendors registered for this solicitation.

Pre-Proposal Meeting: A pre-proposal meeting Choose one

Project Scope: The City of Tacoma (City) is soliciting bids to procure and install solar trash compacting stations with sensor alerts to detect fullness and machine status for use in the downtown business district.

Estimate: 160,000

Paid Leave and Minimum Wage: Effective February 1, 2016, the City of Tacoma requires all employers to provide paid leave and minimum wages, as set forth in Title 18 of the Tacoma Municipal Code. For more information visit www.cityoftacoma.org/employmentstandards.

Americans with Disabilities Act (ADA Information): The City of Tacoma, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. Specification materials can be made available in an alternate format by emailing Gail Himes at ghimes@cityoftacoma.org, or by calling her collect at 253-591-5785.

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 ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR, part 26, 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, national origin, or sex in consideration for an award.

**Additional Information:** Requests for information regarding the specifications may be obtained by contacting Samol Hefley, Senior Buyer by email to shefley@cityoftacoma.org

**Protest Policy:** 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 not be considered for award.

Submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Bids page.

<table>
<thead>
<tr>
<th>The following items make up your submittal package:</th>
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<tbody>
<tr>
<td>Signature Page</td>
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<tr>
<td>Price Proposal Form</td>
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<th>After award, the following documents will be executed:</th>
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<tr>
<td>Public Works Supplies Services Contract</td>
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<tr>
<td>Certificate of Insurance and related endorsements</td>
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In the event of an award by the City, these Terms and Conditions stated herein, Additional Contract Documents if issued, Solicitation if issued, Purchase Orders if issued by City, and Supplier's Submittal, if provided, shall constitute the Contract between City and Supplier for the acquisition of goods, including materials, supplies, and equipment or for the provision of services and deliverables.

Said documents represent the entire Contract between the parties and supersede any prior oral statements, discussions, or understandings between the parties, and/or subsequent Supplier invoices. No modification of the Contract shall be effective unless mutually agreed in writing.

The specific terms and conditions of any Solicitation (Specification, Request for Bids, Request for Proposals, Requests for Qualifications, Requests for Quotations, Request for Information, bid documents, request to enter into negotiations, or other form of solicitation issued by City, including any general, special, or technical provisions associated with such Solicitations) are incorporated herein by reference and supersede these Terms and Conditions where there is conflict or inconsistency.

In the event Additional Contract Documents are negotiated and agreed to in writing between Supplier and City, the specific terms of such Additional Contract Documents are incorporated herein by reference and supersede all other terms and conditions where there is conflict or inconsistency.

These Terms and Conditions, Additional Contract Documents if issued, Solicitation if issued, City purchase order if issued, are controlling over Supplier’s Submittal if a Submittal is provided. Submittals if provided are incorporated herein by reference.

1.01 SUPPLIER / CONTRACTOR
   As used herein, “Supplier” or “Contractor” shall be the Supplier(s) entering a Contract with City, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise.

1.02 SUBMITTAL
   Submittal means Bids, Proposals, Quotes, Qualifications or other information, content, records or documents submitted in response to a City Solicitation.

1.03 FORMS OF SUBMITTAL
  Unless stated otherwise, all submittals must be in SAP Ariba and submitted exactly as specified or directed, and all required forms must be used.

1.04 COSTS TO PREPARE SUBMITTAL
   The City is not liable for any costs incurred by Supplier for the preparation of materials or a Submittal provided in response to a solicitation, conducting presentations to the City, or any other activities related to responding to the City’s Solicitation.

1.05 LICENSES/PERMITS
   A. Suppliers, if applicable, must have a Washington state business license at the time of Submittal and throughout the term of the Contract. Failure to include a Washington state business license may be grounds for rejection of the Submittal or cancellation of contract award. Information regarding Washington state business licenses may be obtained at http://bls.dor.wa.gov.
   B. Upon award, it is the responsibility of the Supplier to register with the City of Tacoma's Tax and License Division, 733 South Market Street, Room 21, Tacoma, WA 98402-3768, 253-591-5252, https://www.cityoftacoma.org/government/city_departments/finance/tax_and_license/. Supplier shall obtain a business license as is required by Tacoma Municipal Code Subtitle 6C.20.
   C. During the term of the Contract, Supplier, at its expense, shall obtain and keep in force any and all necessary licenses and permits.
1.06 PUBLIC DISCLOSURE: PROPRIETARY OR CONFIDENTIAL INFORMATION

A. Supplier Submittals, all documents and records comprising the Contract, and all other documents and records provided to the City by Supplier are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, City may be required, upon request, to disclose the Contract and documents or records related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and Supplier has complied with the requirements to mark records considered confidential or proprietary as such requirements are stated below, City agrees to provide Supplier 10 days written notice of impending release. Should legal action thereafter be initiated by Supplier to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by Supplier, including any damages, attorneys’ fees or costs awarded by reason of having opposed disclosure. City shall not be liable for any release where notice was provided and Supplier took no action to oppose the release of information.

B. If Supplier provides City with records or information that Supplier considers confidential or proprietary, Supplier must mark all applicable pages or sections of said record(s) as “Confidential” or “Proprietary.” Further, in the case of records or information submitted in response to a Request for Proposals, an index must be provided indicating the affected pages or sections and locations of all such material identified Confidential or Proprietary. Information not included in the required index will not be reviewed for confidentiality or as proprietary before release. If Supplier fails to so mark or index Submittals and related records, then the City, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and Supplier expressly waives its right to allege any kind of civil action or claim against the City pertaining to the release of said record(s).

C. Submission of materials in response to City’s Solicitation shall constitute assent by Supplier to the foregoing procedure and Supplier shall have no claim against the City on account of actions taken pursuant to such procedure.

1.07 SUSTAINABILITY

A. 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.

B. The City encourages the use of environmentally preferable products or services that help to minimize the environmental and human health impacts of City operations. Suppliers are encouraged to incorporate environmentally preferable products or services into Submittals 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.

C. Environmental Standards. The City seeks to ensure that all purchases comply with current environmental standards and product specifications. Where appropriate, third party independent certifiers such as Green Seal and USEPA Standards shall be a minimum specification for products to the City, unless specified otherwise herein.

D. The City encourages the use of sustainability practices and desires any awarded Suppliers to assist in efforts to address such factors when feasible for:

   1. Pollutant releases
   2. Toxicity of materials used
   3. Waste generation
   4. Greenhouse gas emissions, including transportation of materials and services
   5. Recycle content
   6. Energy consumption
   7. Depletion of natural resources
   8. Potential impact on human health and the environment
1.08 ALTERATIONS NOT ALLOWED

Except as otherwise specifically provided in a Solicitation, 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 a Submittal by inserting exceptions to the Solicitation or any conditions, qualifications or additions that vary its terms may result in rejection of the Submittal. The City may reject any submittal containing a material deviation from the Solicitation.

1.09 CORRECTION OF AMBIGUITIES AND OBVIOUS ERRORS

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

B. Supplier shall notify the City of Tacoma Procurement and Payables Division in writing of any ambiguity, conflict, discrepancy, omission or other error in a Solicitation no later than five business days prior to the submittal deadline.
   1. For solicitations conducted in SAP Ariba, Supplier shall notify the City of Tacoma Procurement and Payables Division on the message board of the event.
   2. For all other solicitations, Supplier shall notify the contract person listed in the Solicitation.

C. The City will make necessary modifications by addendum.

D. Supplier is responsible for identifying ambiguities, conflicts, discrepancies, omissions or other errors in the Solicitation prior to providing its Submittal 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.

1.10 WARRANTIES/GUARANTEE

A. Suppliers warrant that all items, including services, as applicable:
   1. Are merchantable.
   2. Comply with the City's latest drawings and specifications.
   3. Are fit for the City's intended use.
   4. Will be performed according to the skill and care required by customarily accepted good practices and procedures followed by service providers rendering the same or similar type of service.
   5. Are new and unused unless otherwise stated.
   6. 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 (CPSA), and all other applicable state and federal laws or agency regulations.
   7. Are properly packaged and contain appropriate instructions or warnings, including applicable MSDS sheets.

1.11 PATENTS, TRADEMARKS AND COPYRIGHTS

Suppliers warrant that equipment and/or materials furnished, including software, do not infringe on any patent, trademark or copyright, and agree to indemnify, defend and hold harmless, the City in the event of any infringement or claim thereof.

1.12 DELIVERY OF SUBMITTALS TO THE CITY'S PROCUREMENT AND PAYABLES DIVISION

A. Submittal packages must be received by the City's Procurement and Payables Division in SAP Ariba (unless another form of delivery is stated), prior to the scheduled time and date stated in the Solicitation.

B. Supplier is solely responsible for timely delivery of its Submittal.

C. Submittals received after the time stated in the solicitation will not be accepted.

D. For purposes of determining whether a Submittal has been timely received in SAP Ariba, the City's Procurement and Payables Division will rely on the submittal clock in SAP Ariba.
1.13 **SUBMITTAL IS NON-COLLUSIVE**

Supplier acknowledges that by its delivery of a Submittal to the City in response to a Solicitation, it represents that the prices in such Submittal are neither directly nor indirectly the result of any formal or informal agreement with another Supplier.

1.14 **PARTNERSHIPS**

The City will allow firms to partner in order to respond to a Solicitation. Multiple suppliers may team under a Prime Supplier’s Submittal in order to provide responses to all sections in a single submission; however, each Supplier’s participation must be clearly delineated by section. The Prime Supplier will be considered the responding vendor and the responsible party at contract award. All contract negotiations will be conducted only with the Prime Supplier. All contract payments will be made only to the Prime Supplier. Any agreements between the Prime Supplier and other companies will not be a part of the Contract between the City and the Prime Supplier. The City reserves the right to select more than one Prime Supplier.

1.15 **WITHDRAWAL OF SUBMITTALS**

A. Prior to Submittal Deadline. Submittals may be withdrawn (including in SAP Ariba) prior to the scheduled submittal deadline.

B. After Submittal Deadline. No Submittal can be withdrawn after having been opened before the actual award of the contract, unless the award is delayed more than 90 calendar days beyond the date of opening. If a delay of more than 90 calendar days does occur, Supplier must submit written notice to the City purchasing manager that Supplier is withdrawing its submittal.

1.16 **ACCEPTANCE OF SUBMITTALS**

A. If the solicitation announcement so states, 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.

B. All submittals must remain open for acceptance by the City for a period of at least 90 calendar days from the submittal deadline.

1.17 **RIGHT TO REJECT**

A. The City of Tacoma reserves the right to reject any and all submittals, waive minor deviations or informalities, supplement, amend, reduce or otherwise modify the scope of work or cancel the solicitation, and if necessary, call for new submittals.

1.18 **RESERVED RIGHTS**

A. By providing a submittal in response to a City solicitation, Supplier 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 Suppliers for any reason whatsoever with or without substitution of another solicitation.

   2. To waive any defect, technicality, or any other minor informality or irregularity in any submittal, or any other response from Suppliers.

   3. To issue addenda for any purpose including:

      a. To make minor or major changes or alterations to the evaluation, selection and/or performance schedule(s) for any events associated with a procurement.

      b. To supplement, amend, reduce, cancel, or otherwise modify a Solicitation, including but not limited to modifications to the description of services and/or products contained in the solicitation, by omitting services/products and/or including services/products.

   4. To request clarifications, additional information, and/or revised Submittals from one or more Suppliers.

   5. To conduct investigations with respect to the qualifications and experience of Supplier(s), including inspection of facilities and to request additional evidence to support any such information.
6. To eliminate any Supplier that submits an incomplete or inadequate response, or is non-responsive to the requirements of a Solicitation, or is otherwise deemed to be unqualified during any stage of the procurement process.

7. To select and interview a single finalist or multiple finalists to further the City’s evaluation of Submittals provided in response to a Solicitation. 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 Suppliers in connection with a solicitation process.

8. Except in the case of Requests for Bids, to negotiate any rate/fee offered by a Supplier. The City shall have the sole right to make the final rate/fee offer during contract negotiations. If the selected Supplier does not accept the City's final offer, the City may, in its sole discretion discontinue contract negotiations and commence negotiations with another Supplier, except as otherwise provided in Chapter 39.80, RCW.

9. To select and enter into a Contract with one or more Suppliers whose Submittal best satisfies the interests of the City and is most responsive, in the sole judgment of the City, to the requirements of a Solicitation.

10. To award by line item or group of line items.

11. To not award one or more items.

12. To issue additional or subsequent solicitations.

13. To seek partnerships between one or more Suppliers.

14. Request additional related products and services from the selected Supplier(s) as necessary throughout the term of the Contract.

15. Negotiate costs or fees in the event of new legislation or regulatory changes, or issuance of related compliance guidance, technology enhancements, and innovative solutions.

16. In the event the City receives questions concerning a Solicitation from one or more Suppliers prior to the deadline for response, the City reserves the right to provide such questions, and the City's responses, if any, to all Suppliers.

17. 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 Supplier and either award to another Supplier or reject all submittals or cancel this solicitation.

18. To cancel award of a 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 providing a submittal, Suppliers agree that the City is not liable for any costs or damages for the cancellation of an award. Supplier assumes the sole risk and responsibility for all expenses connected with the preparation of its submittal.

19. To add additional City departments or divisions to the Contract or develop a separate Contract with the Supplier subject to all terms, conditions and pricing of the original Contract.

20. To take any other action affecting a Solicitation or a procurement process that is determined to be in the City’s best interests.

1.19 SUBMITTAL CLARIFICATION

Suppliers 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, Supplier must respond to such requests within two business days or the timeframe set forth by the City in its request for clarification. Supplier’s failure to respond to such a request may result in rejection of its Submittal.

1.20 EVALUATION OF SUBMITTALS

A. The City of Tacoma reserves the right to award to the lowest and best responsible Supplier(s) delivering a Submittal in compliance with the Solicitation, 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. Suppliers who are inexperienced or who fail to properly perform other contracts may have their submittal rejected for such cause.
1. 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:
   a. Compliance with a Solicitation 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.
   b. 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).
   c. The total cost to the City, including all applicable taxes, may be the basis for contract award.
   d. Time of delivery and/or completion of performance (delivery date(s) offered).
   e. Warranty terms.
   f. Quality of performance of previous contracts or services, including safety requirements and past compliance with the City’s Ethics Code.
   g. Previous and existing compliance with laws and ordinances relating to contracts or services.
   h. Sufficiency of financial resources.
   i. Quality, availability, and adaptability of the supplies or services to the particular use required.
   j.Ability to provide future maintenance and service on a timely basis.
   k. Location of nearest factory authorized warranty repair facility or parts dealership.
   l. Ability, capacity, experience, stability, reputation, integrity, character, judgment, technical qualifications, and skill to perform the contract or provide the services required.

2. Prompt Payment 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.
   a. ePayable/Credit Card Acceptance. Submittals offering ePayable/Credit card acceptance may be compared against submittals offering a prompt payment discount to evaluate the overall cumulative effect of the discount against the advantage to the City of the ePayable/Credit card acceptance, and may be considered in determining the apparent lowest responsible submittal.

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

1.21 CONTRACT OBLIGATION
   A. The Submittal contents of the successful Supplier will become contractual obligations if a Contract ensues.
   B. In the event the City of Tacoma determines to award a Contract, the selected Supplier(s) may be requested to execute Additional Contract Documents.
   C. Supplier shall register with the City of Tacoma on the SAP Ariba Network and be enabled for transactions upon request by the City.
   D. Suppliers may propose amendments to City’s Contract documents or to these Terms and Conditions, but the City retains the right to accept or reject proposed amendments.
   E. No costs chargeable for work under the proposed Contract may be incurred before mutual acceptance and execution as directed.

1.22 AWARD
   The City reserves the right to award Contracts for any or all items to one or more Suppliers in the best interests of the City.

1.23 SUPPLIER’S REFUSAL TO ENTER INTO CONTRACT
   Any Supplier who refuses to enter into a Contract after it has been awarded to the Supplier will be in breach of the agreement to enter the Contract, and Supplier’s certified or cashier’s check or bid bond, if any, shall be forfeited.

1.24 LEGAL HOLIDAYS
   A. The City of Tacoma observes the following holidays, which shall apply to performance of all contracts:

   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

B. 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.

1.25 CONTRACT TERM

All services shall be satisfactorily completed and all deliverables provided by the termination date stated, and the Contract shall expire on said date unless mutually extended in writing by the parties.

1.26 EXTENSION OF CONTRACT

Contracts shall be subject to extension at City’s sole discretion.

1.27 TERMINATION AND SUSPENSION

A. Supplies. The City reserves the right to terminate a 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.

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

C. Suspension. For either services or supplies, the City may suspend a Contract, at its sole discretion, upon three business days’ written notice to Supplier. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Supplier’s actual expenses and shall be subject to verification. Supplier shall resume performance of services under the Contract without delay when the suspension period ends.

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

1.28 DEFAULT/BREACH

In the event of material default or breach by Supplier on any of the conditions of a Contract, 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 Supplier, or collect against the bond or security (if any), or may invoice and recover from Supplier all costs paid in excess of the price(s) set forth in the Contract.

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

B. Services. 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 other written form of contract amendment. If the changes will result in additional work effort by Supplier the City agrees to reasonably compensate Supplier for such additional effort up to the maximum amount specified in the Contract or as otherwise provided by Tacoma Municipal Code. Any new services accepted by the City may be added to the Contract and/or substituted for discontinued services. New services shall meet or exceed all requirements of original award.

C. Expansion Clause. A Contract may be further expanded in writing to include other related services or products normally offered by Supplier, 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. Supplier profit margins are not to increase as a result any such expansion.
1.29 SCOPE OF SERVICES
Supplier agrees to diligently and completely perform the services required by a Contract.

1.30 SERVICES DO NOT INCLUDE PUBLIC WORK
Unless otherwise stated, the services and/or work contracted for herein exclude public work and improvements as defined in RCW 39.04, as that statute may hereafter be amended.

1.31 PREVAILING WAGES
A. If federal, state, local, or any applicable law requires Supplier to pay prevailing wages in connection with a Contract, and Supplier is so notified by the City, then Supplier shall pay applicable prevailing wages.

B. If applicable, a Schedule of Prevailing Wage Rates for the locality or localities where the Contract will be performed is attached and made part of the Contract by this reference. If prevailing wages do apply to the Contract, Supplier and its subcontractors shall:
   1. Be bound by the provisions of Chapter 39.12 RCW, as amended, relating to prevailing wages and usual fringe benefits,
   2. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule, and
   3. 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 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.

1.32 CONTRACT PRICING
A. Submitted prices shall include costs of submittal preparation, servicing of the account, all contractual requirements during contract period such as transportation, permits, insurance costs, bonds, labor, 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.

B. Surcharges of any type will not be paid.

C. If applicable, related additional products and corresponding services of benefit to the City not specifically required in a solicitation, but which Supplier offers to provide, may be included with the submittal. Supplier may request to add new products if the City approves them and Supplier can demonstrate the pricing is from the same pricing structure/profit margin.

D. Unless specifically stated otherwise, only firm prices will be accepted and all prices shall remain firm during the term of a Contract.

E. Price increases may at City’s discretion be passed along during a contract period if the increase is mandated by statute, or the result of a tariff.

F. By submitting prices, Supplier warrants prices equal to or better than the equivalent prices, terms, and benefits offered by Supplier to any other government unit or commercial customer.

G. Should Supplier, during the term of a Contract, enter into any other contract, agreement or arrangement that provides lower prices, more favorable terms or greater benefits to any other government unit or commercial customer, the Contract with the City shall thereupon be deemed amended to provide the same price or prices, terms and benefits to the City. This provision applies to comparable products and purchase volumes by the City that are not less than the purchase volumes of the government unit or commercial customer that has received the lower prices, greater benefits, or more favorable terms.

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

I. The City is entitled to any promotional pricing during the Contract period.

J. Price decreases shall be immediately passed on to the City.
K. The City reserves the right to increase or decrease the quantities of any item awarded pursuant to the Contract and pay according to the unit prices quoted in the submittal with no adjustments for anticipated profit.

1.33 APPROVED EQUALS WHEN ALTERNATES ARE ALLOWED

A. 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 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.

B. 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 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 Supplier's expense.

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

1.34 RISK OF LOSS, SHIPPING AND DELIVERY

A. 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 Supplier until delivery is tendered.

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

1.35 DELIVERY OF PRODUCTS AND PROVISION OF SERVICES – IDLING PROHIBITED

A. 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.

B. Vehicles and/or diesel fuel trucks shall not idle at the time and location of the delivery to the City of Tacoma 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 to another device, and when a running engine is required for proper warm-up and cool-down of the engine.

1.36 PACKING SLIPS AND INVOICES

A. 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 if applicable. Line totals shall be summed to give a grand total to which sales tax shall be added, if applicable.

1. For transactions conducted in SAP Ariba, invoices shall be submitted through Ariba.
2. For invoices paid by ACH or by check, unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to accounts payable@cityoftacoma.org.
3. For invoices paid by credit card, invoices shall also display the last name of the cardholder and last four digits (only) of the card number (e.g., Jones/6311). Unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to (do not combine different POs into one invoice or charge) to pcardadmin@cityoftacoma.org.

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

C. Packing slips and shipping notices shall be sent to the specific City Division or Department receiving the item(s) at the address stated in City's Solicitation or as otherwise stated in the Contract and include
D. Supplier shall package orders, preferably in environmental friendly packaging such as reduced packaging and recyclable packing materials.

1.37 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperation Act RCW 39.34 provides that other governmental agencies may purchase goods and services based on the Contract with the City in accordance with the terms and prices of the Contract if all parties are agreeable. Each public agency shall formulate a separate contract with Supplier, incorporating the terms and conditions of the 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 Supplier’s responsibility to inform such public agencies of the Contract with the City. Supplier shall invoice such public agencies as separate entities.

1.38 TAXES

A. Unless otherwise stated, applicable federal, state, City, and local taxes shall be included in the submittal and in contract as indicated below. 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.

1. 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 Supplier fails to include any applicable tax in its submittal, then Supplier shall be solely responsible for the payment of said tax.

2. State and Local Sales Tax. The City of Tacoma is subject to Washington state sales tax. It is Supplier’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.

3. City of Tacoma Business and Occupation Tax. It is Supplier’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.

B. Any or All Other Taxes. Any or all other taxes are the responsibility of Supplier unless otherwise required by law. Except for state sales tax, Supplier acknowledges that it is responsible for the payment of all taxes applicable to the Contract and 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.

C. If the City is assessed, made liable, or responsible in any manner for taxes contrary to the provisions of the Contract, Supplier agrees to hold the City harmless from such costs, including attorney’s fees. In the event 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 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 Supplier’s total compensation.

1.39 COMPENSATION

A. The City shall compensate Supplier in accordance with the Contract. Said compensation shall be the total compensation for Supplier’s performance hereunder including, but not limited to, all work, services, deliverables, materials, supplies, equipment, subcontractor’s fees and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Supplier. Unless stated otherwise the total stated compensation may not be changed without a written change order or other form of contract amendment.

B. Payment(s) made in accordance with the Contract shall fully compensate 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.

1.40 PAYMENT TERMS

A. 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. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
The City may withhold payment to Supplier for any services or deliverables not performed as required hereunder until such time as Supplier modifies such services or deliverables to the satisfaction of the City.

B. 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. Upon CITY’S request, Supplier shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. 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.

1.41 PAYMENT METHOD – EPAYABLES – CREDIT CARD ACCEPTANCE – EFT/ACH ACCEPTANCE

A. Payment methods include:

1. EPayables (Payment Plus). This is payment made via a virtual, single use VISA card number provided by the City’s commercial card provider. Suppliers accepting this option will receive “due immediately” payment terms. Two options for acceptance are available to suppliers. Both are accompanied by an emailed advice containing complete payment details:

   a. Straight-through processing (buyer initiated). Immediate, exact payments directly deposited to supplier accounts by the City’s provider bank; the supplier does not need to know card account details.

   b. Supplier retrieves card account through the secure, on-line portal provided via email notifications sent by the City’s commercial card provider.

2. Credit card. Tacoma’s VISA procurement card program is supported by standard bank credit suppliers and requires that merchants abide by the VISA merchant operating rules. It provides “due immediately” payment terms.

   a. Suppliers must be PCI-DSS compliant (secure credit card data management) and federal FACTA (sensitive card data display) compliant.

   b. Suppliers 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.

3. Electronic Funds Transfer (EFT) by Automated Clearing House (ACH). Standard terms are net 30 for this payment method.

4. Check or other cash equivalent. Standard terms are net 30 for this payment method.

B. The City’s preferred method of payment is by ePayables (Payment Plus) followed by credit card (aka procurement card). Suppliers may be required to have the capability of accepting the City’s ePayables or credit card methods of payment. **The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used.**

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

1.42 NOTICES

Unless otherwise specified, except for routine operational communications, which may be delivered personally or transmitted by electronic mail, all notices required by the Contract shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to Supplier’s registered agent and to the applicable City department representative.

1.43 INDEPENDENT CONTRACTOR STATUS

A. Supplier 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 Supplier 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 Supplier. Supplier 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, Supplier agrees to indemnify and hold the City harmless from all costs incurred, including attorney fees.
B. Unless otherwise specified in writing, Supplier shall provide at its sole expense all materials, working space, and other necessities and instruments to perform its duties under the Contract. Supplier, at its sole expense, shall obtain and keep in force any and all applicable licenses, permits and tax certificates necessary to perform the Contract.

1.44 NONDISCRIMINATION
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. 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 Supplier with any of the non-discrimination provisions of the Contract, the City shall be deemed to have cause to terminate the Contract, in whole or in part.

1.45 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 the Contract. Supplier shall be solely responsible for all violations of the law from any cause in connection with its performance of work under the Contract.

1.46 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 as defined at 49 CFR, part 26, 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, national origin, or sex in consideration for an award.

1.47 REPORTS, RIGHT TO AUDIT, PERSONNEL
A. Reports. Supplier 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 or goods provided pursuant to the Contract.

B. Right to Audit. Upon City’s request, Supplier 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 the Contract or in satisfaction of City’s public disclosure obligations as applicable.

C. Personnel. If before, during, or after the execution of a Contract, Supplier has represented or represents to the City that certain personnel would or will be responsible for performing services pursuant to the Contract, then Supplier is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. Substantial organizational or personnel changes within Supplier’s firm are expected to be communicated to City immediately. Failure to do so could result in termination of the Contract. This provision shall only be waived by written authorization by the City, and on a case-by-case basis.

1.48 INSURANCE
A. During the course and performance of a Contract, Supplier will provide proof and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements as is applicable to the services, products, and deliverables provided under the Contract. The City of Tacoma Insurance Requirements document, if issued, is fully incorporated into the Contract by reference.

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

1.49 INDEMNIFICATION – HOLD HARMLESS
A. 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 Supplier’s or subcontractor’s employees), or damage to property involving 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 the Contract, except for injuries or damages caused by the sole negligence of the City. In this regard, 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 Supplier's acceptance of this order, he/she agrees that this subsection has been mutually negotiated.

B. These indemnifications shall survive the termination of a Contract.

1.50 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 a Contract, either in fact or in appearance. Supplier shall comply with all federal, state, and City conflict of interest laws, statutes, and regulations. Supplier represents that Supplier presently has no interest and shall not acquire any interest, direct or indirect, in the program to which the Contract pertains that would conflict in any manner or degree with the performance of Supplier’s services and obligations hereunder. Supplier further covenants that, in performance of a Contract, no person having any such interest shall be employed. 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 Contract subjecting the Contract to termination.

1.51 CITY OWNERSHIP OF WORK/RIGHTS IN DATA/PUBLICATIONS

A. To the extent that Supplier creates any work subject to the protections of the Copyright Act (Title 17 U.S.C.) in its performance of a Contract, Supplier agrees to the following: The work has been specially ordered and commissioned by the City. Supplier 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, Supplier 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 Supplier's creation of the work.

B. Supplier 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 Supplier fail to obtain said releases and/or licenses, Supplier shall indemnify, defend, and hold harmless the City for any claim resulting therefrom.

1.52 DUTY OF CONFIDENTIALITY

Supplier 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 Supplier’s employees, agents, or subcontractors who have a substantial need to know such information in connection with Supplier’s performance of obligations under the Contract, Supplier 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 a Contract.

1.53 DISPUTE RESOLUTION

In the event of a dispute pertaining to a 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.

1.54 GOVERNING LAW AND VENUE

A. Washington law shall govern the interpretation of the 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 the Contract.

B. Respondents providing submittals from outside the legal jurisdiction of the United States of America will be subject to Tacoma’s City Attorney’s Office (CAO) opinion as to the viability of possible litigation pursuant to a contract resulting from this Specification. If it is the opinion of the CAO that any possible litigation would be beyond reasonable cost and/or enforcement, the submittal may be excluded from evaluation.
1.55 ASSIGNMENT
Supplier shall not assign, subcontract, delegate or transfer any obligation, interest or claim to or under the Contract without the prior written consent of the City.

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

1.57 SEVERABILITY AND SURVIVAL
If any term, condition or provision herein or incorporated by reference 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 the Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of the Contract, shall survive termination of the Contract.

1.58 NO CITY LIABILITY
Neither the City, its officials, staff, agents, employees, representatives, or consultants will be liable for any claims or damages resulting from any aspect of this procurement process.

1.59 SIGNATURES
A signed copy of Submittals, Contract documents, including but not limited to contract amendments, contract exhibits, task orders, statements of work and other such Contract related documents, delivered by email or other means of electronic transmission including by using a third party service, which service is provided primarily for the electronic execution of electronic records, shall be deemed to have the same legal effect as delivery of an original signed copy.
SECTION 3 – PROJECT INFORMATION AND REQUIREMENTS

A. PROJECT OVERVIEW

The City of Tacoma (City) is soliciting bids to procure solar trash compacting stations with sensor alerts to detect fullness and machine status for use in the downtown business district. The solar trash compacting stations will be serviced and maintained by the Department of Environmental Services, Solid Waste Management Division. The solar trash compacting stations must meet or exceed the following specifications.

The City expects to order 35 of the solar trash compacting stations immediately, however the in the next 3 years, the City may order up to an additional 70 units. The City may order more or less solar compacting stations, at the City’s sole option, and contingent upon funding availability. A variety of standard solar trash compacting stations sizes and companion recycling stations may be ordered at the City’s sole discretion.

The selected vendor will be responsible for removal of existing litter containers and installing the solar compacting trash stations, including but not limited to, concrete pads and anchoring hardware, vendor. The selected vendor will provide all parts required for installation and the software and hardware required for operating and monitoring all solar trash compacting stations.

B. INQUIRIES TO RFB

No Pre-proposal conference is being held; however, questions and request for clarifications of the specifications may be submitted in writing by 3:00 p.m., Pacific Time, Monday, March 23, 2020, to Samol Hefley, Purchasing Division, via email to shefley@cityoftacoma.org. No further questions will be accepted after this date and time. The City will not be responsible for unsuccessful submittal of questions.

Written answers to all questions submitted will be posted on the Purchasing website at www.TacomaPurchasing.org on or about Monday, March 30, 2020. The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential. The answers are not typically considered an addendum.

C. RFB REVISIONS

In the event it becomes necessary to revise any part of this RFB, addenda will be issued to all registered planholders and posted on the Purchasing website. Answers in response to RFB inquiries (see Section 3. C. above) are not typically provided as an addendum.

D. CONTRACT TERM

The contract will be for a one (1) year with the option to renew the contract three additional one-year terms. The City reserves the right to cancel the contract for any reason, by written notice, as stipulated in the contract.
E. RESPONSIVENESS

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

All submittals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFB. The Respondent is specifically notified that failure to comply with any part of this RFB may result in rejection of the submittal as non-responsive. The City reserves the right, in its sole discretion, to waive irregularities deemed to be immaterial.

The final selection, if any, will be that proposal which, after review of submissions and potential interviews, in the sole judgement of the City, best meets the requirements set forth in this RFB.

F. 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 RFB, for conducting any presentations to the City, or any other activities related to responding to this RFB.

G. ACCEPTANCE OF BID CONTENTS

The Bid Submittal contents of the successful Respondent will become contractual obligations if a contract ensues.

H. CONTRACT OBLIGATION

The selected Respondent(s) will be expected to execute the Contract (Appendix A).

I. PRICE REVISIONS

Prices shall remain firm for the duration of the initial 12 months of the contract period.

J. PRICE ESCALATION / DE-ESCALATION CLAUSE

The City intends this contract to run for up to four (4) years from date of contract award. Bid submittal prices shall be firm for the initial 12 month contract period and will establish a base price against which the Contractor may request price adjustments for the second, third and fourth 12 month contract periods. Only one price increase shall be accepted for each contract year. Requests for price adjustments shall be in writing and shall be submitted 45 days prior to each 12 month contract period per the requirements contained in this section.

Requests for price adjustments shall be mailed directly to:

City of Tacoma, Purchasing Division
Attention: Samol Hefley, Senior Buyer
3628 South 35th Street
Tacoma, WA 98409

The contractor shall utilize a copy of their original proposal pages, when submitting their request, drawing a line through the original unit or lump sum bid price and writing in the requested price next to the line-out (original) price. All requests for price adjustments must be
supported by written documentation. Requests for adjustments due to changes in materials costs must be supported by written documentation from the manufacturer or supplier. Manufacturer/supplier contact information must be included for verification purposes. Requests for price adjustments may be evaluated against various market conditions, including but not limited to the Consumer Price Index for Seattle-Tacoma-Bremerton, applicable Producer Price Indexes, and the WA State Prevailing Wage Rates for Pierce County.

K. GUARANTEE / WARRANTY

A. All products furnished under these specifications shall be guaranteed/warranted for a period of not less than seven years, against, any imperfections in material and workmanship.

B. Bidder must attach its guarantee/warranty for all items to its offer submission

C. All work under this contract shall be guaranteed against failure due to defective workmanship for a period of 7 years, after acceptance. Vendor shall correct any deficiencies found by the City within 10 days after being informed of the defects.

D. Maintenance and repair services included in 7 years full warranty. Annual inspections, repairs, replacements should be provided by the vendor, including any repair found by the City during routine inspections, all without additional costs to the City.

E. Repairs on units outside of the warranty period – the required repairs and maintenance will include but is not limited to the following;
   a. Replacement of unsafe parts
   b. Repair of solar trash compacting unit
   c. Preventative maintenance
   d. Bag replacement
   e. Battery replacement
   f. Liner replacement

F. Replacement parts and technical support for all defects and issues that are not the result of accidental damage, vandalism, and misuse, excluding batteries.

G. The unit cost for regular repair service labor performed will be billed as regular time, hourly rate, Monday through Friday, 8:00 a.m. to 4:30 p.m. excluding nights, Saturdays, Sundays and any Holidays. Overtime rates will not be billed for repairs and/or service performed outside of regular time hourly rate. The selected vendor must not perform any work outside the regular working hours without prior authorization from the City.

L. TRIAL PERIOD

A 180-day trial period shall apply to contract(s) awarded as a result of this solicitation. During the trial period, the vendor must perform in accordance with all terms and conditions of the contract. Failure to perform during this trial period may result in the immediate cancellation of the contract. In the event of dispute or discrepancy as to the acceptability of product or service, the City’s decision shall prevail. The City agrees to pay only for authorized orders received up to the date of termination. If the contract is terminated within the trial period, the City
reserves the option to award the contract to the next highest ranking bidder by mutual agreement with such bidder. Any new award will be for the remainder of the contract and will also be subject to this trial period.

M. PREVAILING WAGES

This project requires prevailing wages under Chapter 39.12 RCW. Any Worker, labor, or mechanic employed in the performance of any part of the work shall be paid not less than the applicable prevailing rate of wage.

In addition to the requirements of Section 3.09(B) of the General Provisions, the contractor shall be required to post or have available on the job site, a copy of the Statement of Intent to Pay Prevailing Wages form for the jurisdiction where the work is being done. Follow the link provided below for more information relating to Prevailing Wages.

As identified in the General Provisions, the contractor shall comply with the law regarding prevailing wages. These rules apply to any contractor who does business with the City, including owner/operators.

A Statement of Intent to Pay Prevailing Wages MUST be filed with the Washington Department of Labor & Industries upon award of contract and annually at the anniversary of the contract award. An Affidavit of Wages Paid MUST be filed with the Washington Department of Labor & Industries Annually until completion of the Contract.

Additional information regarding these submittals can be obtained by calling the Department of Labor & Industries, Prevailing Wage at 360-902-5335, or by visiting their web site at: http://www.lni.wa.gov/tradeslicensing/prevailingwage/default.asp

N. PERFORMANCE, PAYMENT AND RETAINAGE BONDS

A. RETAINAGE BOND

A 5-percent retainage bond may be provided in lieu of the City withholding five-percent retainage. Note: If a retainage bond is not provided, the City will withhold 5-percent retainage until final release at the end of the entire contract term. If so elected, the contractor shall provide the bond in lieu of retainage with the submitted contract documents, signed within ten (10) business days of receipt.

B. PERFORMANCE (SURETY) BOND

A performance and payment bond in the amount of 100-percent of the total contract award is required. The contractor shall provide a performance bond with the submitted contract documents, signed within ten (10) business days of receipt.

O. INTENT & AFFIDAVITS INFORMATION

A. INTENT TO PAY PREVAILING WAGES

One intent to pay Prevailing Wages and corresponding approved Affidavits of Wages Paid (Affidavits) are to be file for each 12 month (one year) period of the contract performance for the Contractor and all subcontractors of any tier. Intents for the Contractor and all
subcontractors shall be filed prior to any payment for work performed following contract execution. Following the first 12 month period, Affidavits must be received prior to any payment for work performed during the first 12 month period. New Intents shall be filed prior to any payment for work performed during the second 12 month period for the Contractor and all subcontractors. Affidavits from the Contractor and all subcontractors must be received from Washington State’s Department of Labor and Industries (L&I) per Article 6 of the General Conditions.

B. AFFIDAVITS OF WAGES PAID

Each 12 month period following the end of all work completed under this Contract, the Contractor and each Subcontractor of any tier, shall file an approved Affidavits of Wages Paid with the L&I.

P. PAYMENT

ADMINISTRATION

The project lead in coordination with the contractor shall make all measurements and determine all quantities and amounts of work done for payments under the contract. Should a specific project extend past 30 days, progress payments may be made to the contractor with prior written approval of the requesting Department. The project lead shall make an estimate of the work completed or done by the contractor. The project leads determination of progress payments shall be conclusive. The City will not pay for material not under City control.

Invoices shall be mailed to the attention of:

Environmental Services / Soild Waste Management
ATTN: Desiree Odegard
3510 So. Mullen St
Tacoma, WA 98407

UNIT QUANTITIES SPECIFICED

Quantities indicated in the proposal are for bidding and contract purposes only. Quantities and measurements supplied or placed in the work and verified by the project manager and contractor determine payment.

The City reserves the right to delete any bid item from the contract by notifying the contractor in writing of its intent. In the event of deleted work, the contractor’s sole compensation shall be the money due the contractor for materials that had been purchased and obtained by the contractor prior to the deletion of the work.

CONTRACT PRICE

The lump sum and unit bid prices shall be full and complete compensation for the contract work stated, together with all appurtenances incidental thereto, including materials, equipment, tools, labor, and all the costs to the contractor for completing the contract in accordance with the plans, specifications, and instructions of the project lead.
All work not specifically described or mentioned in these specifications, but are required to be constructed to achieve complete and operable systems, structures or amenities shall be considered incidental items of work, not separately compensable, and its price included in items of work specified in the specifications.

Q. PROJECT COORDINATION

The project lead is referenced as engineer in these specifications. The project management for this project, with whom the contractor shall coordinate all their activities, will be Joe Breer, jbreer@cityoftacoma.org. Any changes to these specifications or plans shall be approved by this project lead prior to commencing any work.

Bidder inquiries, regarding technical specifications, may be directed to Ms. Sam Hefley, Buyer Finance/Purchasing at shefley@cityoftacoma.org

R. INSURANCE

In addition to the requirements in Section 3.05 of the General Provisions and the attached City of Tacoma Certificate Requirements, the successful bidder shall deliver, with their Certificate of Liability Insurance, an endorsement naming the City as an additional insured and stating that coverage under such policy is primary over and noncontributory with any insurance the City may maintain.

S. DIVISION OF WORK

A. MATERIAL FURNISHED AND INSTALLED BY CONTRACTOR

The contractor shall furnish and pay for all necessary materials (except City-furnished) and shall provide all labor, tools, equipment and superintendent, and perform all work incidental to the completion of the project as contemplated by this contract in accordance with the plans, specifications, and instructions of the project lead.

B. CITY-FURNISHED MATERIAL INSTALLED BY CONTRACTOR

The City will not provide any material on this contract.

T. DELIVERY

The contractor will deliver and stage all trash stations to the Recovery and Transfer Center on a mutually agreed upon schedule.

The Recovery and Transfer Center is located at:

3510 South Mullen St.
Tacoma, WA 98409
SECTION 4 – TECHNICAL PROVISIONS

The City of Tacoma (City) is soliciting bids to procure solar trash compacting stations with sensor alerts to detect fullness and machine status for use in the downtown business district. The solar trash compacting stations will be serviced and maintained by the Department of Environmental Services, Solid Waste Management Division. The solar trash compacting stations must meet or exceed the following specifications.

The City expects to order 35 solar trash compacting stations immediately, however the in the next 3 years, the City may order up to an additional 70 units. The City may order more or less solar compacting stations, as the City’s sole option, and contingent upon funding availability. The City does not guarantee that it will order any specific number of trash compactors. A variety of standard solar trash compacting stations sizes and companion recycling stations may be ordered for the City’s sole discretion.

The product/service to be provided under the terms of the solicitation shall consist of furnishing all labor, materials, vehicles, equipment. The selected vendor will be responsible for installing solar compacting trash and companion recycling stations, including but not limited to, concrete pads if deemed necessary by agreement with the City and selected vendor. The selected vendor will provide all parts required for installation and the software and hardware required for operation and monitoring all solar trash compacting station and all companion recycling stations.

Solar trash compactor shall be manufacturer’s regularly catalogued items and shall be supplied as a complete unit in accordance with manufacturer's standard specifications and any optional items required for proper installation for equipment unless otherwise noted. Equipment and materials shall be installed in accordance with the manufacturer’s reccomendations and best trade practices.

DETAILED SPECIFICATIONS

A. Single station solar powered trash receptacles
   1. Overall Machine Dimensions
      a) Single station handle heights must conform to the Americans with Disabilities Act (ADA) standards for accessible design.
      b) Single weight: 600 lbs. maximum
      c) Single hopper opening: 6" x 12" minimum - forward face opening with both hopper and foot pedal opening
      d) Single bin volume: 32 gallons (121 L) minimum.
      e) Dimension must allow for the use of the City’s automated 32-35 gallon carts to be inserted inside the trash receptacle for easy removal and dumping with City trucks and equipment.
      f) Single liner bag: The liner bags must be compatible with the 35 gallon size can being installed
      g) Side panels for advertising shall occupy no less than 75% of the surface area of the side.
2. Materials
   a) Restriction of Hazardous Substances (RoHS) compliant
   b) Galvanized steel interior and exterior construction (recycled content) or appropriate equivalent
   c) Heavy duty plastic side panels for dent and scratch resistance (recycled content) or appropriate equivalent
   d) Exterior Finish: polyester triglycidyl isocyanurate (TGIC) powder-coat finishes for outdoor and salt-spray durability or appropriate equivalent
   e) Interior Bin: leak-proof construction made of low density polyethylene plastic or appropriate equivalent

3. Compaction Features - Vendor should provide all compaction-operating features and any appropriate safety features during compaction process when being used.

4. Power & Electronics
   a) Solar Power (energy)
   b) Cordless, self-powered unit requires no wiring
   c) Conformite Europeene CE approved - product has passed the appropriate quality assurance tests
   d) Spill-proof, sealed maintenance-free low-voltage system (12 Volts)
   e) Wi-Fi Capability

5. Safety Features
   a) Lockable front waste removal door
   b) Keyed service access
   c) Single fault-tolerant design for hopper insertion door prevents access to compaction area
   d) Fully interlocked access doors to protect users and service personnel
   e) Cycle time for compaction (Single): 41 seconds or less (users cannot deposit waste during cycle)
   f) Lockable doors/security panel - Shall provide the ability to restrict usage of the can. The restriction device can be one that is installed manually or use restriction can be set remotely by wireless capability.
   g) Comply will all applicable Federal, State, and local laws governing safety, health, and sanitation. Shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines
   h) Must comply with the foregoing standards and perform at or better than: System Uptime is 98%: the system will be up 98% of the time over any calendar year
   i) Any other additional safety features that are not listed
6. Conforms to the current Americans With Disabilities Act standards

7. Vendor Response Times
   a) Resolution times for any technical/mechanical/physical/software issues with the single station is two (2) business days: Within two (2) business days of acknowledging the City's issues/concerns, vendor must resolve the issue or provide a written solution, acceptable to the City, in order to resolve the issue/concern.
   b) Response time(s): Vendor must provide an electronic response to all communication(s) from the City within one (1) business day.

8. Training
   a) The Vendor shall provide the City staff and relevant service vendors all necessary training for both installation and maintenance of the solar trash compactor stations.
   b) The Vendor shall provide the City staff and relevant service vendors all necessary training needed to properly use the software and management console.
   c) The Vendor shall provide onsite instruction to begin on the date mutually agreed upon with the City. Training shall consist of in-office and field training to ensure administrative staff can utilize the software and field staff is able to operate/maintain/clean/detect problems of the actual device.
   d) Training shall take place at a to-be-determined location in the City.
   e)

9. Annual Maintenance
   As an optional service to this bid, the Vendor shall provide annual maintenance plan. At a minimum, the following items shall be accessed for proper operation, cleaning, adjustment, repair or replacement if needed:
   a) Batteries
   b) Solar Bubble Gaskets
   c) Compactor Front Door Lock
   d) Ram Sensor Board & Cable
   e) All Trash Level Sensors
   f) All Trash Sensors
   g) Emitter
   h) Wiring Harness
   i) Hopper Skin
   j) Hopper Handle
   k) Body
   l) Sim Card
m) Blades
n) Door locks
o) All other technical/mechanical parts, including, body that allow the can to operate correctly and efficiently.

10. Software

a) The selected vendor shall provide web-based access to the City to monitor all trashcan fullness levels, compile various reports and data to deploy collection vehicle(s), track can history and efficiencies gained or lost. The software will allow the stations to send information regarding the status of each individual station wirelessly. This information will be accessible by the City via any web enabled computer.

b) In addition, the software must meet the following minimum performance specification.
   1) The selected vendor must provide copies of any such licenses.

2) The selected vendor remains responsible for the professional and technical accuracy of all software/data services.

3) The selected vendor must provide a point of contact for any issues the City may incur with the software.

4) The selected vendor must comply with the foregoing standards that will perform at or better than:
   i. System Uptime is 98%: The system will be up 98% of the time over any calendar year.
   ii. Response time/resolution to reported issues: Selected vendor shall acknowledge all concerns, issues and or problems reported within one (1) business day, via electronic message. All reported issues must be resolved, repairs and or fixed within two (2) business days. If selected vendor is not able to resolve the issue within the two (2) business days, the vendor shall provide written documentation detailing the problem/issues, needed steps to resolve the issue and a defined timeline to resolve the issue. Timeline must be acceptable to the City. System/Equipment Upgrade: Any upgrades that come about will be implemented for the duration of this contract at no additional charge to the City.
   iii. System/Equipment Upgrade: Any upgrades will be implemented for the duration of this contract at no additional charge to the City.
   iv. Four (4) year software package.
   v. The software license provides wireless data connectivity, device software updates and management console
   vi. Web based or Cloud based software access
   vii. Smart Sensor Technology - Fully automated, IC processor controlled system senses trash level, fullness and machine status
viii. Indicator status showing compacted waste level, machine status and error codes
ix. GPRS wireless data radio for online monitoring and management system
x. Wi-Fi Hotspot capability (optional).
xi. Collection History
xii. Remote settings management
xiii. Maintenance alerts

11. Cyber Security Requirements:

a) The Vendor shall provide their cyber security methodology and or cyber security plan to include:
   1) Data Storage
   2) Security Testing Plan
   3) DDoS Attack prevention
   4) Web hosting
   5) Identity verification
   6) Email notification of Cyber incidents within 24 hours of determination to City
   7) Cyber remediation management of cyber incidents
   8) Wi-Fi/Hotspot filtering
   9) Data Encryption at rest and in transit
   10) Password/Login requirements
   11) Customer Generated Pen and Vulnerability Testing
   12) Patch and System Management and pre-Install testing
   13) Post Contract Disposal and or City transfer of Data

b) The Vendor shall provide their incident notification policy and detail the process to include notification within 24 hours of any security issue:
   1) Breach
   2) Data Modification
   3) Forensics to include: Account Logs, IP Addresses & Security Vulnerability
   4) Failed Logins
   5) Theft of hardware that might have City data
   6) Insider Threat

c) End users must not be limited to using legacy versions of products such as Java, Flash, or Silverlight when connecting to and using the application. Discuss the process designed to ensure that only updated versions of the aforementioned software are used in conjunction with the application. Include timelines associated with any application
upgrades, if applicable.

d) Passwords must be case sensitive and include numbers, letters and characters. State your ability to meet these parameters.

e) The system is to be browser agnostic and supporting current, modem browser versions throughout the life of the contract. State your ability to meet these parameters.

f) The City shall conduct audits at any time to include pen testing of the website and vulnerability scanning.

g) The Contractor shall be responsible for the security of:

1) all data that is generated by the contractor on behalf of the City

2) City data transmitted by the contractor

3) City data otherwise stored or processed by the contractor regardless of who owns or controls the underlying systems while that data is under the contractor's control.

h) The Contractor shall ensure that source code is protected from unauthorized access or dissemination.

i) Assignment/Subcontracting: Neither party shall have the right to assign or subcontract any of its obligations or duties under this agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. In the event that the solution provider goes out of business or files for bankruptcy, the solution provider will provide a transitioning plan within 180 days notice of the intent to the City. In addition, the contracted party will release all assets pertaining to the hosted or integrated solution to the City without delay and support the City in migrating the platform to a sub-contractor or similar service or solutions provider. The city will retain full services of the current solution provider subject matter experts during the transitions with no additional costs until the migration is finalized.

j) API Integrations:

1) The City of Tacoma utilizes SAP for as the enterprise technology solutions platform. As a result, the selected Trash Can solution must be able to run on and/or interface with the existing City application(s) packages. The solution must conform to the standard industry application programming interfaces (API's) that are robust, customizable and scalable enough to meet any data point integrations and application development needs hosted by the city.

2) Vendor certification/statement of the trash can product compatibility (i.e. the ability to run on) with Microsoft Dynamics GP and/or AX platform will be required as part of the solicitation.

12. The Service Level Agreement (SLA) includes the following:

a) Facility services
b) Operations/monitoring services

c) Application administration services

d) Software maintenance and upgrade services

e) Application recovery services

f) Data information security services

g) Problem management / customer service

13. Intellectual Property: All data pertaining to the City of Tacoma shall remain the property of the City of Tacoma.

14. Options

a) GPS assisted location services

b) Camera

c) Digital video panel display

d) Advertising panels with backlit display

e) Foot Pedal - to allow for an alternative way to utilize station for litter disposal

f) Any other additional optional features.

g) Service Pack Extended Coverage - Monthly (Single Station)

h) Single Station Wrap (Regular Laminate & Anti-Graffiti)

i) Spare Parts Kit
   1) Ashtray

m) Wifi Hotspot

n) Recycling Companion
   • With or without compaction feature
   • Meet ADA standards for accessible design
   • Single weight: 205 lbs. (93kg) maximum
   • Volume: 50 gallon (189 L) minimum
   • Forward face opening with option for foot pedal opening
   • Faceplate with multiple recycling configurations
INSTALLATION / REMOVAL OF EXISTING LITTER CONTAINERS

The installation of the solar compactors and removal of existing litter containers shall be in accordance with the locations as shown on the Plans, or as identified by the City. Exact locations shall be field approved by the Project Manager prior to installation and removal.

The contractor shall coordinate with the City of Tacoma for the pick-up and receipt of the solar compactor. Solar compactor will be located at the City of Tacoma Transfer and Recovery Center located at 3510 South Mullen Street, Tacoma, WA 98409.

Solar compactors shall be installed level and plumb on the concrete sidewalk, where shown on Plans, surface mounted, with approved expansion bolts.

Install each solar compactor according to the manufacturer's installation instructions.

Install each solar compactor in conformance to applicable ADA guidelines and End User's established Accessibility policies.

The removal of existing public litter containers shall be returned to the City at the Recovery and Transfer Center located at 3510 S Mullen St., Tacoma, WA 98409.

The anchors securing the existing litter containers to the concrete must be removed from the concrete or cut down and recessed below the existing level surface and then filled in with an acceptable concrete epoxy approved by the City.

The City is entitled to change, cancel or revoke the approval of any location specified previously approved for the installation of a trash and or recycling unit by giving the Vendor written notice of the change, cancellation or revocation. The decision of the City in this regard shall be final. In the event that a location is changed, canceled or revoked, the City shall provide an alternate location acceptable to the City.

The Vendor shall supply and install, at its sole cost and expense, the trash stations (including but not limited to concrete pads where deemed necessary by the City in agreement with selected vendor) at the City's selected locations and within the time frames or at such other locations designated by the City.

The Vendor shall ensure that each trash unit shall be installed and maintained so as not to create any hazards to utilities or other concerns of the City. The vendor shall ensure the safety and unimpeded movement of pedestrians and the safe movement of vehicles. The trash stations shall be placed in such a manner so that it has direct access to the sun, as not to obscure vehicular signs or bus stops, and shall comply with all standards, laws, ordinances and regulation prescribed by the City or any other relevant governmental authority.

The vendor shall provide an installation and and removal schedule for the trash station locations identified and provided by the City (Exhibit A – Pedestrian Litter Can Locations) . The schedule should include timeframes for any concrete pad installations, location changes, and any possible/known set back(s) that traditionally accompany such installations with details of any projected issues.
TRAINING SPECIFICATIONS

The contractor will provide the City's personnel and service contractors all necessary training for both installation and maintenance of the solar powered trash compactor stations.

The contractor will provide the City's personnel and service contractors all necessary training needed to properly use the software and management console.

The Contractor will provide two (2) full business days of onsite instructions to begin on the date mutually agreed upon with the Solid Waste Management.

Training will take place at a City location.
APPENDIX A

Signature Page
Sample Contract
Performance Bond
Payment Bond
Certification of Compliance with Wage Payment Statutes
State Responsibility and Reciprocal Bid Preference Information
Certificate of Insurance Requirement
Price Proposal Form
Prevailing Wage
Map
SIGNATURE PAGE
CITY OF TACOMA
ENVIRONMENTAL SERVICES / SOLID WASTE MANAGEMENT

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 Procurement & Payables Division, located in the Tacoma Public Utilities Administration Building North, 4th Floor, at 3628 South 35th Street, Tacoma, WA 98409. See the Request for Bids page near the beginning of the specification for additional details.

REQUEST FOR BIDS SPECIFICATION NO. ES20-0080F
Solar Powered Trash Compactor and Recycling Stations

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-Collision 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 into Contracts for Bidder/Proposer
Date

Address

City, State, Zip

E-Mail Address


Printed Name and Title

(Area Code) Telephone Number / Fax Number

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

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.
CONTRACT

Resolution No.
Contract No.

This Contract is made and entered into effective this _____ day of , 20____, (“Effective Date”) by and between the City of Tacoma, a Municipal Corporation of the State of Washington (“City”), and legal name of Supplier including type of business entity (“Contractor”).

That in consideration of the mutual promises and obligations hereinafter set forth the Parties hereto agree as follows:

I. Contractor shall fully execute and diligently and completely perform all work and provide all services and deliverables described herein and in the items listed below each of which are fully incorporated herein and which collectively are referred to as “Contract Documents”:

1. Specification No. Enter Spec Number Enter Spec Title together with all authorized addenda.
2. Contractor’s submittal (or specifically described portions thereof) dated Enter Submittal Date submitted in response to Specification No. Enter Spec Number Enter Spec Title.
3. Describe with specific detail and list separately any other documents that will make up the contract (fee schedule, work schedule, authorized personnel, etc.) or any other additional items mutually intended to be binding upon the parties.

Delete this highlighted sentence, paragraph II and sub-bullets #1 and #2 if there are no additional attachments to the contract (attachments would be things other than a specific, contract, or bonds).

II. In the event of a conflict or inconsistency between the terms and conditions contained in this document entitled Contract and any terms and conditions contained the above referenced Contract Documents the following order of precedence applies with the first listed item being the most controlling and the last listed item the least controlling:

1. Contract
2. List remaining Contract Documents in applicable controlling order.

III. The Contract terminates on xxxx. {May remove if not applicable}

IV. The total price to be paid by City for Contracts full and complete performance hereunder may not exceed:

$ , plus any applicable taxes.

V. Contractor agrees to accept as full payment hereunder the amounts specified herein and in Contract Documents, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified. Except as may be otherwise provided herein or in Contract Documents Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work and providing the services and deliverables required by this Contract.

VI. The City’s preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City’s ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.

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

VIII. Contractor acknowledges, and by signing this Contract agrees, that the Indemnification provisions set forth in the controlling Contract Documents, including the Industrial Insurance immunity waiver (if applicable), are totally and fully part of this Contract and, within the context of the competitive bidding laws, have been mutually negotiated by the Parties hereto.
IX. Contractor and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the requirements contained herein and in Contract Documents.

X. It is further provided that no liability shall attach to City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF, the Parties hereto have accepted and executed, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable.

CITY OF TACOMA: CONTRACTOR:

By: By:

(City of Tacoma use only - blank lines are intentional)

Director of Finance: ______________________________________________________________

City Attorney (approved as to form): _________________________________________________

Approved By: ___________________________________________________________________

Approved By: ___________________________________________________________________

Approved By: ___________________________________________________________________

Approved By: ___________________________________________________________________

Approved By: ___________________________________________________________________

Approved By: ___________________________________________________________________

Approved By: ___________________________________________________________________

Approved By: ___________________________________________________________________
That we, the undersigned, as principal, and as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of, $ , for the payment whereof Contractor and Surety bind themselves, their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

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

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 contract, providing for

Spec. No.
Spec. Title:
Contract No.

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

WHEREAS, the said principal has accepted, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth.

This statutory performance bond shall become null and void, if and when the principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal’s obligations under the Contract and fulfill all terms and conditions of all duly authorized modifications, additions and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increase.

If the City shall commence suit and obtain judgment against the Surety for recovery hereunder, then the Surety, in addition to such judgement, shall pay all costs and attorney’s fees incurred by the City in enforcement of its rights hereunder. Venue for any action arising out of in connection with this bond shall be in Pierce County, Washington.

Surety companies executing bonds must be authorized to transact business in the State of Washington as surety and named in the current list of “Surety Companies Acceptable in Federal Bonds” as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasure Department.

One original bond shall be executed, and signed by the parties’ duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed power of attorney for the office executing on behalf of the surety.

Approved as to form: ____________________________
Principal: ________________

Deputy City Attorney

By: ____________________________
Surety:

By: ____________________________
Agent’s Name: ___________________
Agent’s Address: ___________________
PAYMENT BOND  
TO THE CITY OF TACOMA

That we, the undersigned,  ____________________________________________
as principal, and ____________________________  ____________________________
as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of, $__________, for the payment whereof Contractor and Surety bind themselves, their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

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

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 contract, providing for

Specification No.  ____________________________
Specification Title:  ____________________________
Contract No.  ____________________________

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

WHEREAS, the said principal has accepted, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW 39.08, 39.12, and 80.28, including all workers, laborers, mechanics, subcontractors, and materialmen, and all person who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Titles 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract shall in any way affect its obligation on this bond, and waives notice of any changes, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

No suit or action shall be commenced hereunder by any claimant unless claimant shall have given the written notices to the City, and where required, the Contractor, in accordance with RCW 39.08.030.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of claims which may be properly filed in accordance with RCW 39.08 whether or not suit is commenced under and against this bond.

If any claimant shall commence suit and obtain judgment against the Surety for recovery hereunder, then the Surety, in addition to such judgment and attorney fees as provided by RCW 39.08.030, shall also pay such costs and attorney fees as may be incurred by the City as a result of such suit. Venue for any action arising out of or in connection with this bond shall be in Pierce County, WA.

Surety companies executing bonds must be authorized to transact business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasure Department.
One original bond shall be executed, and be signed by the parties’ duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed power of attorney for the office executing on behalf of the surety.

Approved as to form: 

Principal: Vendor Legal Name

Deputy City Attorney

By: 

Surety:

By: 

Agent’s Name:

Agent’s Address:

Sample
Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (March 12, 2020), that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

Bidder

Signature of Authorized Official*

Printed Name

Title

Date City State

Check One:
Individual ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, the state where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.
Name of Bidder

State Responsibility and Reciprocal Bid Preference Information

Certificate of registration as a contractor (must be in effect at the time of bid submittal):

Number: ______________________
Effective Date: ________________
Expiration Date: _______________

Current Washington Unified Business Identifier (UBI) number:

Number: ______________________

Do you have industrial insurance (workers’ compensation) coverage for your employees working in Washington?:

☐ Yes  ☐ No  ☐ Not Applicable

Washington Employment Security Department number:

Number: ______________________

☐ Not Applicable

Washington Department of Revenue state excise tax registration number:

Number: ______________________

☐ Not Applicable

Have you been disqualified from bidding on any public works contracts under RCW 39.06.010 or 39.12.065(3)?

☐ Yes  ☐ No
If yes, provide an explanation of your disqualification on a separate page.

Do you have a physical office located in the State of Washington?

☐ Yes  ☐ No

If incorporated, in what state were you incorporated?

State: ______________________

☐ Not Incorporated

If not incorporated, in what state was your business entity formed?

State:

☐ Yes  ☐ No

Have you completed the training required by RCW 39.04.350, or are you on the list of exempt businesses maintained by the Department of Labor and Industries?

☐ Yes  ☐ No
General Release to the City of Tacoma

The undersigned, named as the Contractor in a certain agreement between contractor name and the City of Tacoma, dated __________, 20___, hereby releases the City of Tacoma, its departmental officers, employees, and agents, from any and all claim or claims known or unknown, in any manner whatsoever, arising out of, or in connection with, or relating to said contract, excepting only the equity of the undersigned in the amount now retained by the City of Tacoma under said contract, to-wit: the sum of $__________________.

Signed on this ______ day of _______________, 20__.

________________________________________________________________________
Contractor Name

________________________________________________________________________
Contractor Authorized Signature

________________________________________________________________________
Title

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

1. GENERAL REQUIREMENTS

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

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

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

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

1.4. Insurance policies required under this Contract that name “City of Tacoma” as Additional Insured shall:
   1.4.1. Be considered primary and non-contributory for all claims.
   1.4.2. Contain a “Separation of Insured provision and a “Waiver of Subrogation” clause in favor of City of Tacoma.

1.5. Section 1.4 above does not apply to contracts for purchasing supplies only.

1.6. Verification of coverage shall include:
   1.6.1. An ACORD certificate or equivalent.
   1.6.2. Copies of all endorsements naming the City of Tacoma as additional insured and showing the policy number.
   1.6.3. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

1.7. Liability insurance policies, with the exception of Professional Liability and Workers’ Compensation, shall name the City of Tacoma and its officers, elected officials, employees, agents, and authorized volunteers as additional insured.
   1.7.1. No specific person or department should be identified as the additional insured.
   1.7.2. All references on certificates of insurance and endorsements shall be listed as “City of Tacoma”.
   1.7.3. The City of Tacoma shall be additional insured for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20
37 04 13 or the equivalent for the full available limits of liability maintained by the Contractor irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the Certificate of Insurance describes limits lower than those maintained by the Contractor.

1.8. Contractor shall provide a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor provides the signed Contract for the work to City of Tacoma. Contractor shall provide copies of any applicable Additional Insured, Waiver of Subrogation, and Primary and Non-contributory endorsements. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.

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

1.10. Liability insurance policies shall be written on an “occurrence” form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security

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

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

1.13. Contractor shall provide City of Tacoma notice of any cancellation or non-renewal of this required insurance within Thirty (30) calendar days.

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

1.15. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars ($25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.

1.16. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has changed.
1.17. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by City of Tacoma to Contractor.

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

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

1.20. If Contractor is a State of Washington or local government and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

2. CONTRACTOR

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

3. SUBCONTRACTORS

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

4. REQUIRED INSURANCE AND LIMITS

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

4.1 Commercial General Liability Insurance

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

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

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

4.2 Commercial (Business) Automobile Liability Insurance

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

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

4.4 **Employers’ Liability Insurance**

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

4.5 **Other Insurance**

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

This project requires prevailing wages under chapter 39.12 RCW. Any worker, laborer, or mechanic employed in the performance of any part of the work shall be paid not less than the applicable prevailing rate of wage.

The project site is located in Pierce

The effective date for prevailing wages on this project will be the **submittal deadline** with these exceptions:

a. If the project is not awarded within six months of the submittal deadline, the award date is the effective date.
b. If the project is not awarded pursuant to a competitive solicitation, the date the contract is executed is the effective date.
c. Janitorial contracts follow WAC 296-127-023.

Except for janitorial contracts, these rates shall apply for the duration of the contract unless otherwise noted in the solicitation.

Look up prevailing rates of pay, benefits, and overtime codes from this link: [http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp](http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp)

REQUIRED DOCUMENTS

The Contractor shall submit to the City the following Department of Labor and Industries (L&I) forms for itself and for each firm covered under [39.12 RCW](#) that provided work and materials for the Contract:

1. A copy of an approved Statement of Intent to Pay Prevailing Wages, L&I form number [F700-029-000](#). The City will make no payment under this Contract for the Work performed until this statement has been approved by L&I and a copy of the approved form has been submitted to the City.

2. A copy of an approved Affidavit of Prevailing Wages Paid, L&I form number [F700-007-000](#). The Contracting Agency will not grant completion or release retainage held under chapter 60.28 RCW until all approved Affidavit of Wages paid for Contractor and all Subcontractors have been received by the City.
Bid Proposal

The bidder shall submit unit pricing for each of the following items. The sum of the cost for Items 1-6 will be used to determine the lowest cost bidder.

Please indicate the Manufacturer and Model of the item.

Solar Power Trash Compactor____________________________________________________
Companion Recycle Station____________________________________________________

*Quantity provide estimate only

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Single Station: Solar-Powered Trash Compactor</td>
<td>70</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2.</td>
<td>Lifetime Software Service (Single Station)</td>
<td>70</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3.</td>
<td>Solar-Powered Trash Compactor Installation</td>
<td>70</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4.</td>
<td>Training – maintenance and software training (2 business days)</td>
<td>Lump Sum</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5.</td>
<td>Single Bin Volume</td>
<td>70</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>6.</td>
<td>Single Liner Bag</td>
<td>70</td>
<td>$</td>
<td>$</td>
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**OPTIONAL BID ITEMS**

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<th>Unit</th>
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<th>Total</th>
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<tbody>
<tr>
<td>7.</td>
<td>Companion Recycle Station</td>
<td>35</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>8.</td>
<td>Annual Maintenance</td>
<td>35</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>9.</td>
<td>Extended Warranty Coverage - Monthly (Single Station)</td>
<td>Monthly</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>10.</td>
<td>Bags (Box of 50)</td>
<td>70</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>11.</td>
<td>Spare Parts Kit</td>
<td>70</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>13.</td>
<td>Lifetime Software Service (Double Station)</td>
<td>35</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>14.</td>
<td>Two Side Panels (Polycarbonate protective cover for PV panels)</td>
<td>35</td>
<td>$</td>
<td>$</td>
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</tbody>
</table>

Optional Add - On Items

<table>
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<tr>
<th>Item No.</th>
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<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>15.</td>
<td>GPS Assisted Location Services</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Unit</td>
<td>Price</td>
<td>Subtotal</td>
</tr>
<tr>
<td>---</td>
<td>----------------------------------------------------------------------------</td>
<td>------</td>
<td>-------</td>
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</tr>
<tr>
<td>16.</td>
<td>Camera</td>
<td>EA</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>Digital Video Panel Display</td>
<td>EA</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>Advertising Panels with Backlit Display</td>
<td>EA</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>Foot Petal</td>
<td>EA</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>Single Station Wrap (Regular Laminate &amp; Anti-Graffiti)</td>
<td>EA</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td>Double Station Wrap (Regular Laminate &amp; Anti-Graffiti)</td>
<td>EA</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td>Service Pack Extended Coverage - Monthly (Single Station)</td>
<td>EA</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>23.</td>
<td>Service Pack Extended Coverage - Monthly (Double Station)</td>
<td>EA</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sub Total</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tax</td>
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<td></td>
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<tr>
<td></td>
<td>Total</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
Solid Waste Pedestrian Litter Cans
Removal and Installation Locations

Removal Locations (26)
Installation Locations (28)
Downtown BIA 1 Block Buffer
Downtown BIA
Business Improvement Area

Map Date: 3/4/2020
Source: Science and Engineering Division
Environmental Services Department
City of Tacoma
326 East D Street, Tacoma WA 98421
(253) 591-5588

[Map of Solid Waste Pedestrian Litter Cans Removal and Installation Locations]