FINANCE DEPARTMENT
REQUEST FOR PROPOSAL
Citywide CDL TRAINING
HR20-0101F
REQUEST FOR PROPOSALS: HR20-0101F
Citywide CDL Training

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, March 24th, 2020

Submittal Delivery: Sealed submittals will be received as follows:

<table>
<thead>
<tr>
<th>By Carrier:</th>
<th>In Person:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Tacoma Procurement &amp; Payables Division&lt;br&gt;Tacoma Public Utilities&lt;br&gt;3628 S 35th Street&lt;br&gt;Tacoma, WA 98409</td>
<td>City of Tacoma Procurement &amp; Payables Division&lt;br&gt;Tacoma Public Utilities Lobby Security Desk&lt;br&gt;Administration Building North – Main Floor&lt;br&gt;3628 S 35th Street&lt;br&gt;Tacoma, WA 98409</td>
</tr>
</tbody>
</table>

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](http://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 will not be held.

Project Scope: To secure services of an on-call contractor to train City employees in the safe operation of commercial vehicles and to facilitate obtaining a CDL in compliance with Federal and Washington State legal requirements and City policies.

Estimate:

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](http://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 Tad Carlson by email at tcarlson@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.

Respondents are advised that the City of Tacoma reserves the right to cancel award of this Contract at any time before execution of the Contract by both parties if cancellation is deemed to be in the City’s best interest. In submitting a proposal, Respondents agree that the City is not liable for any costs or damages for the cancellation of an award. Respondent assumes the sole risk and responsibility for all expenses connected with the preparation of its submittal.
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## Request for Proposals

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SUBMITTAL CHECK LIST

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

B. Submittals must be sealed in an envelope or package labeled with the specification number, specification title, and Respondent name and address.

C. Sealed submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Proposals page at the front of this Specification or subsequent addenda.

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

E. **Please do not include the full RFP document as part of your submittal. Doing so may render your submittal non-responsive.**

<table>
<thead>
<tr>
<th>The following items, in this order, make up your submittal package:</th>
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<tbody>
<tr>
<td><strong>Other than the forms listed below, please do not include other pages or content from this RFP document.</strong></td>
</tr>
<tr>
<td>1 Title Page (Section 3.02.1)</td>
</tr>
<tr>
<td>2 Table of Contents (Section 3.02.2)</td>
</tr>
<tr>
<td>3 Index of confidential information, if applicable (Section 3.02.3)</td>
</tr>
</tbody>
</table>
| 4 City of Tacoma Forms (Section 3.02.4 / Appendix A) – No substitutions or alterations – Do not alter these forms or add them to letterhead paper or present cover letters or blank pages ahead of them.  
  Signature Page (this form is intended to serve as the first page of your submittal after the Title Page and Table of Contents)  
  Completed SBE Questionnaire from Appendix A |
| 5 Balance of information in Section 3.02 – Content to be Submitted (items 3.02.5 – 3.02.12) |
Provide the following in a sealed envelope or package as indicated above in Submittal Check List item C.:

**Paper Copies**

- One original copy of your complete submittal, arranged as indicated in Sections 3.01 and 3.02.
- Three copies of the complete original submittal.
- Single Thumb drive with complete submittal.

**Clearly identify paper documents as original and copies.**

**DELIVERY OPTIONS:**

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

**By U.S. Mail:**
City of Tacoma Procurement & Payables Division  
Tacoma Public Utilities  
PO Box 11007  
Tacoma WA 98411-0007

**In Person:**
Tacoma Public Utilities Lobby Security Desk  
Administration Building North – Main Floor  
3628 S 35th St  
Tacoma WA 98409
After award approval, the following will be required:

<p>| | |</p>
<table>
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<tbody>
<tr>
<td>1</td>
<td>Contract (Appendix A)</td>
</tr>
<tr>
<td>2</td>
<td>Certificate of Insurance and applicable endorsements (Appendix A)</td>
</tr>
<tr>
<td>6</td>
<td>City of Tacoma business license, if applicable (See item 1.05 B. of the Standard Terms and Conditions)</td>
</tr>
<tr>
<td>7</td>
<td>Verification of Washington business license (See item 1.05 A. of the Standard Terms and Conditions)</td>
</tr>
</tbody>
</table>
SECTION 1 – PROJECT OVERVIEW / CALENDAR / INQUIRIES

1.01 PROJECT OVERVIEW AND PURPOSE:

The City of Tacoma has a periodic need for an on-call contractor to train City employees in the safe operation of commercial vehicles and to facilitate obtaining a CDL in compliance with Federal and Washington State legal requirements and City policies. For some departments, possessing a valid CDL is a requirement for being considered for employment. Other departments are willing to hire an otherwise qualified applicant and provide CDL training. For promotional opportunities, a CDL may be a position requirement but training for otherwise qualified candidates would be at City’s expense. The position specification might require completion of the CDL process before the end of a probationary period, or the candidate would not pass probation.

Class A Commercial Drivers Licenses are required for some City of Tacoma work activities. The City of Tacoma has a need for on-site training of selected employees in preparation for obtaining a CDL. In order for the City to certify the competency of its CDL trainees a course of training, including classroom, pre-trip inspections and hands-on skill development, is necessary. The contractor must be able to provide this training to selected employees and provide all needed assistance in obtaining a CDL. Most training will occur using City facilities and equipment.

The City anticipates the contract to commence the month of March, 2020.

1.01.1 The City of Tacoma (City) / Tacoma Public Utilities (TPU), Office of Health & Safety is soliciting proposals to establish one or more contracts with qualified vendors to fulfill the City’s needs in training City employees in the safe operation of commercial vehicles and to facilitate obtaining a CDL in compliance with Federal and Washington legal requirements and City policies for three years with option for two additional one year extension.

1.01.2 The preference is to award a single contract. However, the City reserves the right to split the award, reduce the award, or make no award, if it is in the City’s best interest.

1.01.3 Respondents may be required to submit samples of their product for evaluation prior to award. Products that fail to meet City standards or any of the specifications herein may be rejected.

1.01.4 Submittals must comply with these specifications. Failure to comply with all provisions of the RFP may result in disqualification.

1.01.5 This solicitation may be found at www.tacomapurchasing.org; Navigate to Contracting Opportunities / Services Solicitations, scroll to this RFP and click the word Specification.
1.02 CALENDAR OF RFP EVENTS

Questions due, 3:00 p.m., Pacific Time  March 13th, 2020
Questions and answers posted on or about March 17th, 2020
Submittal deadline, 11:00 a.m., Pacific Time  March 24th, 2020
Interviews/presentations/demonstrations, if conducted  April, 2020

1.03 PRE-SUBMITTAL QUESTIONS AND REQUESTS FOR CLARIFICATION

A pre-submittal conference will not be held; however, questions and requests for clarification of these Specifications may be submitted in writing by 3:00 p.m., Pacific Time, March 13th, 2020, to Tad Carlson, Purchasing Division, via email to tcarlson@cityoftacoma.org. Questions received after this date and time may not be answered.

A. Please indicate the RFP specification number and title in the email subject line.

B. Present your questions in MS Word format or directly in the body of the email message. Where applicable, cross reference the specific section of the RFP. Please avoid using tables to format the questions as they will be copied into a Word template.

C. Questions will not be accepted by telephone or fax.

D. Questions marked confidential will not be answered.

E. Questions will be held until the deadline and answered collectively.

F. Individual answers will not be provided directly to Respondents.

G. The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.

H. The City will not be responsible for unsuccessful submittal of questions.

1.03.1 Written answers to questions will be posted with the Specification on or about March 17th, 2020, on the Purchasing website at www.TacomaPurchasing.org: Navigate to Contracting Opportunities / Services Solicitations, and scroll to this RFP. A notice will not be posted with the Specification if no questions are received.

1.03.2 To receive notice of the posted answers, you must register as a “bid holder” for this solicitation. Notices will not be sent if no questions are received.

1.03.3 The answers are not typically considered an addendum. (See Section 1.09)

1.04 CONTRACT TERM

1.04.1 The Contract will be for a three-year period with the option to renew the Contract for two additional one-year terms which includes one-year of maintenance and support.
1.04.2 This Contract shall remain open to additional purchases (interlocal, tag-on, and piggyback) by this or other agencies for the full Contract Term.

1.05 PRICING

1.05.1 Pricing under any Contract resulting from this RFP shall be firm for the Contract period unless an adjustment is mandated by statute. Annual price escalation cannot exceed the CPI for the Seattle-Tacoma-Bellevue area.

1.05.2 Submitted prices must include all labor and expenses, including travel, licenses, permits, B&O taxes, and any tools or costs required to service the account and complete this project.

1.05.3 Surcharges of any type will not be paid.

1.05.4 The City reserves the right to negotiate all costs/prices submitted.

1.05.5 The City may award to other than the highest ranked Respondent if the price offered by Respondent is more than the budget available for this project.

1.05.6 Contractor shall extend the same services at City prices to participating public agencies in accordance with the Interlocal Agreement.

1.06 BUDGET

1.06.1 The amount budgeted for this project is $250,000.

1.06.2 Submittals over the budgeted amount may receive reduced or zero points for “Fees and Charges / Value” in the Section 3.03 Evaluation Criteria or be dropped from consideration.

1.07 RESPONDENTS ORIGINATING OUTSIDE THE UNITED STATES

1.07.1 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.

1.08 REVISIONS TO RFP – ADDENDA

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

1.08.2 Answers in response to RFP inquiries are not typically provided as an addendum. (See Section 1.03)
1.09  FEDERAL AID PROJECTS

1.09.1 The following is applicable to federal aid projects:

The City of Tacoma in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises 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.

1.10  CITY CONTACT INFORMATION

1.10.1 All communications concerning this solicitation shall be directed via email to the Purchasing contact:

Tad Carlson/tcarlson@cityoftacoma.org

1.10.2 Any Respondent seeking to obtain information, clarification, or interpretations from a City official or City employee other than the Purchasing contact or other Purchasing staff member, or any external firm or agency, is advised that such material is used at Respondent’s own risk. The City will not be bound by any such information, clarification, or interpretation.

1.10.3 Contact by a Respondent regarding this solicitation with a City employee other than the Purchasing contact or other Purchasing staff member, or an individual approved in writing by a Purchasing staff member, or contact with a firm hired by the City to provide consulting services regarding this RFP, may be grounds for rejection of Respondent’s submittal.

1.10.4 NOTE: City employees and persons or firms representing the City will not contact you or seek to advise you on matters pertaining to this RFP, your submittal, or the City’s expectations regarding the proposed work other than as stated in the Request for Proposals documents.
SECTION 2 – PROJECT SCOPE / TECHNICAL PROVISIONS

2.01 MINIMUM REQUIREMENTS

2.01.1 City requires that contractor be licensed, experienced and fully qualified to conduct training of City employees in the knowledge and skills, both classroom and hands-on, required to obtain a Class A Commercial Driver’s License.

2.01.2 All subcontractors or employees of the Contractor shall meet the same requirements as the Contractor.

2.01.3 Contractor shall provide and keep current insurance certificates.

2.01.4 Contractor shall be responsible for documenting and maintaining all training records necessary to support City trainees in acquiring a Commercial Driver’s License. Contractor shall provide City of Tacoma/ Office of Health & Safety with all records required by City for maintenance of personnel records and employee certificates.

2.02 SCOPE OF WORK / DELIVERABLES

2.02.1 Using City of Tacoma equipment, to include a truck with either automatic or manual transmission and a trailer, and training to be conducted using City facilities, Contractor shall provide materials and training leading to a proficiency of knowledge and skill level so that City of Tacoma employees shall be able to obtain a Class A Commercial Driver’s License in Washington State. Training curriculum shall be available as stand-alone modules and each module shall consist of a minimum of:

2.02.1.1 24-Class room hours (3 days) with a minimum of 1 and a maximum of 15 trainees per session. The rate will be the same for this class without regard for the number of attendees.

2.02.1.2 8-hours Pre-Trip inspection with a minimum of 1 and a maximum of 5 trainees per session.

2.02.1.3 32-hours hands on road training, using an approved City truck with an automatic or manual transmission and a trailer. One trainee per session.

2.02.1.4 4-hours drive and training to the Department of Licensing testing facility. One trainee per session.

2.02.2 At the City’s request, Contractor shall accompany trainee to DOL test facility. Contractor shall provide an option for remedial training, at an hourly rate, to trainees who have completed the curriculum but fail to acquire a CDL after testing.

2.02.3 Contractor may evaluate driver proficiency after an accident involving City equipment and offer a 4 hour refresher course to include classroom instruction and driving skills enhancement.

2.02.4 For trainees who already possess a Class B CDL, hands-on training time may be reduced to 16 hours upon contractor evaluation and City acceptance of the driving skill level of the trainee.
2.02.5 For Divisions that will provide hands-on training by one of their staff possessing a CDL, in lieu of using Contractor, Contractor will provide options for one 4-hour module at the beginning of hands-on training and one 4-hour module at the end of hands-on training for the purposes of assessing, guiding and evaluating trainees on an as-needed basis. One trainee per session.

2.03 INSURANCE

2.03.1 City of Tacoma standard insurance requirements apply (Appendix A.).

2.03.2 Respondents are encouraged to furnish requirements to their surety for review prior to providing a submittal.

2.03.3 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.
SECTION 3 – SUBMITTAL FORMAT, CONTENT, EVALUATION, AWARD

3.01 FORMAT AND PRESENTATION

3.01.1 Submittals should be clear, succinct, and should comply with these specifications.

3.01.2 The inclusion of standard company brochures or similar marketing materials is allowed but will not be evaluated and may not be used in lieu of providing responses to Section 3.02 Content to be Submitted immediately below. Company brochures are strongly discouraged.

3.01.3 A full and complete response to each of the “content to be submitted” items (Section 3.02) is expected in a single location; do not use hyperlinks to other documents or cross reference to another section of your submittal document in lieu of a full response.

3.01.4 Required format:

- Page size: 8.5” x 11” (no pages larger or smaller than this size)
- Margins: 0.75” or greater
- Font and size: Arial 10 (or equivalent) or larger
- Numbered pages: Please number all pages in your submittal documents

3.01.5 For purposes of review and in the interest of the City's sustainable business practices, Respondents are encouraged to print/copy on both sides of a single sheet of paper wherever possible. The City encourages the use of materials (e.g., paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable.

3.01.6 The City prefers the use of recyclable 3-ring binders to allow reviewers to remove specific pages/sections. Please do not use gum or spiral bindings. The use of materials that cannot be easily recycled such as PVC (vinyl) binders, spiral bindings, glossy paper, and plastic or glossy covers or dividers is discouraged.

3.01.7 Color is acceptable, but content should not be lost by black-and-white printing or copying.

3.01.8 Submittal organization, completeness, structure, and readability will be evaluated. (See Section 3.03.9)

3.02 CONTENT TO BE SUBMITTED

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

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

The Title Page is to be a single sheet of paper and should include:

A. RFP number and title

B. Firm name, address, website address, telephone number, and email address

C. Name, title, email address, and telephone number of the person to contact with questions or issues regarding your proposal/submittal.

D. NOTE: Notifications regarding award will be sent to the email address provided on the Signature Page.

3.02.2 Table of Contents

Identify information included in your submittal by section as described in Section 3.02.

3.02.3 Confidential or Proprietary Information

Information that is confidential or proprietary must be clearly marked on each affected page.

A. Further, an index must be provided indicating the affected page number(s) and location(s) of all such identified material. Information not included in said index will not be reviewed for confidentiality or as proprietary before release. (Appendix A – See item 1.06 of the Standard Terms and Conditions)

B. Marking the entire submittal as “confidential” or “proprietary” or “trade secret” is not acceptable and is grounds to reject such submittal.

3.02.4 City of Tacoma Forms (Appendix A)

Do not alter these forms in any way or add them to letterhead paper or present cover letters or blank pages ahead of them.

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

B. Small Business Enterprise (SBE Program) Questionnaire

3.02.5 Executive Summary

A. Introduction and overview of your submittal/proposal.

B. A description and explanation of your underlying philosophy in fulfilling this scope of work.
C. A short history and description of your firm, including organizational structure, areas/regions served, number of employees, number of years in business under current and previous names, including DBAs (doing business as), etc.

D. Background information of the parent company, if any.

E. Presence, if any, in Puget Sound/Pacific Northwest region.

F. Location of the office from which this work will be performed.

G. Documentation of corporate status and business licenses.

H. Name, title, email address, and telephone number of the person authorized to execute a contract on behalf of Respondent.

I. Name, title, email address, and telephone number of the person who will be managing this Contract on behalf of Respondent.

J. Disclose any affiliations or alliances that are in place with utility companies, software organizations, or other related firms.

K. List any current or known forthcoming business ventures or related transactions such as proposed sale of company, buy-outs, acquisitions, mergers, new investors, etc., that may impact the business partner relationship with the City of Tacoma.

L. Disclose involvement in any business litigation in the past five years, including whether your firm has, for legal reasons, been removed from a contract or failed to complete a contract as assigned.

M. Provide a statement regarding your firm’s financial fitness for successfully completing this work. Disclose any past, planned, or anticipated bankruptcy filings or proceedings.

N. Disclose any intention to utilize subcontractors to perform this work, and if so, provide similar information as listed above for identified subcontractors. Include any certified City of Tacoma Small Business Enterprise and/or minority/woman owned firm certified with the Washington State Office of Minority and Women’s Business Enterprises.

3.02.6 Qualifications/Experience of Firm

A. Describe your firm’s background, qualifications, and relevant experience as related to this Scope of work. Include work that involves public agencies.

B. Additional information that will enable the City to evaluate the capabilities, track record, and financial stability of your firm may be provided here.

3.02.7 Project Approach

A. Describe the approach you would use to prepare for and conduct the Scope of Work requirements of this RFP. Specifically, please include:
1. Training objectives, goals, and expected outcome
2. Deliverables
3. Approach
4. Class content
5. Training methods
6. Method for evaluation of the effectiveness of the training
7. Class size
8. Class length
9. Training resources and sample materials

B. Describe the quality assurance procedures used by your firm.

C. Describe the City resources you require to complete the Scope of Work.

3.02.8 Fees and Charges / Value / Method of Billing / Hourly Rates

A. Provide the total cost to complete this work.

1. Provide cost breakout including hourly rates, travel expenses (payment is limited to actual costs), and any other charges or fees.
2. Detail any expected annual price increases.
3. Explain costs that exceed the budgeted amount. (See Section 1.05)

B. Identify and provide a cost breakout for optional services or alternate processes. Provide hourly rates, base fee, travel expenses, and any other charges or fees. Indicate what services are provided in the base fee, along with the methodology for determining the cost for additional supplemental services.

C. Describe any price discounts that may be available, e.g., prompt pay discount.

D. Describe the method or practice that will be used for billing this project, e.g., monthly, by phase, by deliverable, etc.

3.02.9 Sustainability

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

3.02.10 Small Business Enterprise (SBE) / Minority and Women’s Business Enterprises (MWBE)

A. Indicate whether your firm is a certified City of Tacoma Small Business Enterprise.

B. Indicate whether your firm will be partnering with, or subcontracting to, a certified City of Tacoma Small Business Enterprise. If yes, provide the full legal name of the SBE.
C. Indicate whether your firm is a minority/woman owned firm certified with the Washington State Office of Minority and Women's Business Enterprises.

D. Indicate whether your firm will be partnering with, or subcontracting to, a minority/woman owned firm certified with the Washington State Office of Minority and Women's Business Enterprises. If yes, provide the full legal name of the MWBE.

3.02.11 References

A. Provide three or more recent client references able to verify your firm’s overall expertise for this scope of work. Include public agencies, electric utilities, as applicable. The clients should have worked with your firm within the last five years. For each reference provide the following information:

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

3.02.12 EPayables Acceptance – Credit Card Acceptance – EFT/ACH Acceptance

A. EPayables (Payment Plus)

Provide a statement regarding your ability to accept payment by epayables (Payment Plus). This is payment made via a virtual, single use VISA card number provided by the City’s commercial card provider. This information is not a consideration in the evaluation. (Appendix A – See item 1.41 of the Standard Terms and Conditions)

B. Credit Card Acceptance

Provide a statement regarding your ability to meet the City’s credit card requirements as well as identifying your reporting capabilities (Level I, II, or III). This information is not a consideration in the evaluation. (Appendix A – See item 1.41 of the Standard Terms and Conditions)

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

Provide a statement regarding your ability to accept payment by electronic funds transfer (EFT) by Automated Clearing House (ACH). This information is not a consideration in the evaluation. (Appendix A – See item 1.41 of the Standard Terms and Conditions)

3.02.13 Exceptions
A. Detail exceptions to RFP content by section number and elaborate on proposed resolution(s) to any technical, functional, cost, or other issues. If there are deviations from the published Scope of Work (See Section 2), clearly identify or otherwise highlight the substitution.

B. Detail proposed exceptions, if any, to City of Tacoma Standard Terms and Conditions (Appendix A).

C. Detail proposed alternate forms of contract or exceptions, if any, to the City of Tacoma Contract (Appendix A).

D. The City reserves the right to accept, reject, and/or negotiate any proposed change(s) to the scope, terms and conditions, or other provisions of this RFP.

3.03 EVALUATION CRITERIA

3.03.1 A Selection Advisory Committee (SAC) will review and evaluate the submittals. Additionally, the SAC may conduct interviews of, or request presentations-demonstrations by, selected or short-listed Respondents before final selection is made. (See Section 3.04)

3.03.2 The SAC may use references to clarify and verify information in submittals and interviews, if conducted, which may affect the rating. The City reserves the right to contact references other than those included in the submittal.

3.03.3 The City may award to other than the highest ranked submittal or Respondent if the price submitted is more than generally accepted industry standards or the budget available for this project. Also, note that the inclusion of fees and charges as an evaluation factor or a request for hourly rates does not require the City to select the Respondent submitting the lowest cost.

3.03.4 The City reserves the right to visit facilities of selected Respondents for the purpose of reviewing this proposal. The City reserves the right inspect the facilities or project sites of selected Respondents where work under this Contract will be performed.

3.03.5 Respondents may be asked to provide their most recent audited financial statements demonstrating Respondent’s financial ability to meet the requirements of any Contract that may result from this RFP.

3.03.6 An incomplete response or no response may result in a score of zero for that criterion.

3.03.7 A serious deficiency in any one criterion, including excessive cost or costs over the budgeted amount, may be grounds for rejection.

3.03.8 The final selection will be that submittal or Respondent which, after review and potential on-site visits, interviews/presentations/demonstrations, reference checks, and best and final offers (BAFO), if requested, in the sole judgment of the City, best meets the requirements set forth in this RFP.

3.03.9 Submittals will be evaluated using the following criteria:
<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A</strong> Qualifications/Experience of Firm (3.02.6)</td>
<td>30</td>
</tr>
<tr>
<td><strong>C</strong> Proposed Project Approach (3.02.7)</td>
<td>40</td>
</tr>
<tr>
<td><strong>F</strong> Fees and Charges / Value (3.02.8)</td>
<td>15</td>
</tr>
<tr>
<td><strong>G</strong> Small Business Enterprise (SBE) / Minority and Women’s Business Enterprise (MWBE)</td>
<td>5</td>
</tr>
<tr>
<td><strong>I</strong> Sustainability Efforts (3.02.9) update cross reference</td>
<td>5</td>
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<tr>
<td><strong>J</strong> Submittal Quality, Organization, Completeness</td>
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<tr>
<td></td>
<td>a) Presentation of information is logical and clear</td>
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<td>b) Completeness of proposal content</td>
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<td></td>
<td>c) Adherence to format and layout requirements</td>
</tr>
<tr>
<td></td>
<td>d) Compliance with Specifications</td>
</tr>
</tbody>
</table>

### 3.04 INTERVIEWS / ORAL PRESENTATIONS / DEMONSTRATIONS

**3.04.1** An invitation to interview, present, or provide a demonstration, either in person at a City facility or by conference call or video conference (Skype or similar application), may be extended to selected or short-listed Respondents based on Selection Advisory Committee review of the written submittals.

**3.04.2** If held, it is anticipated that interviews/presentations/demonstrations would be approximately two hours in length and be evaluated in a manner similar to the submittal. Instructions will be provided to selected Respondents.

**3.04.3** All information, whether oral or written or otherwise, provided by Respondent in interviews/presentations/demonstrations may be incorporated into any resulting contract.

**3.04.4** Interviews/presentations/demonstrations may be filmed and recorded, and incorporated into any resulting contract.

**3.04.5** The SAC reserves the right to adjust scoring based on additional information and/or clarifications obtained during, or resulting from, interviews, presentations, demonstrations, or references. The SAC may determine scoring criteria for the interviews following evaluation of written submittals, including the option to rank (1, 2, 3, etc.) rather than score.

**3.04.6** The City reserves all rights to begin contract negotiations without conducting interviews, presentations, or demonstrations.

**3.04.7** Respondents must be available for interviews/presentations/demonstrations within three business days’ notice.

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

3.05.2 Once a finalist (or finalists) has been selected by the Selection Advisory Committee, contract negotiations will begin. If a Contract is successfully negotiated, it will, if required, be submitted for final approval by the Public Utility Board and/or City Council. If an agreement cannot be reached, negotiations will be terminated and negotiations will be conducted with the next highest scored Respondent and so on, until an agreement is reached, or until the City exercises its right to cancel the solicitation.
APPENDIX A

Signature Page

Sample Contract

Standard Certificate of Insurance and Endorsement Requirements

Standard Terms and Conditions
SIGNATURE PAGE

CITY OF TACOMA
HUMAN RESOURCES

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 Proposals page near the beginning of the specification for additional details.

REQUEST FOR PROPOSALS SPECIFICATION NO. HR20-0101F
Citywide CDL Training

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

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

E-Mail Address

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


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.
SERVICES CONTRACT

THIS CONTRACT, made and entered into [EFFECTIVE DATE] by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and [INSERT legal name of Supplier exactly as it appears in Ariba] (hereinafter referred to as "CONTRACTOR");

In consideration of the mutual promises and obligations hereinafter set forth, the Parties agree as follows:

1. **Scope of Services/Work**

   The CONTRACTOR agrees to diligently and completely perform the services and/or deliverables consisting of [INSERT A BRIEF DESCRIPTION OF THE WORK TO BE PERFORMED] as is described in Exhibit XXXX [A, B, ETC., if needed] attached hereto and incorporated herein.

2. **Order of Precedence**

   To the extent there is any discrepancy or conflict between and/or amongst the terms of this Contract and Exhibit(s) ______, the controlling terms for this Contract will be interpreted in the following order of precedence, with the first listed being the most controlling, and the last listed being the least controlling: Contract, Exhibit ____ Exhibit ______. [INSERT EXHIBIT REFERENCES IN ORDER OF WHICH IS MOST CONTROLLING]

3. **Changes to Scope of Work**

   The CITY shall have the right to make changes within the general scope of services and/or deliverables upon execution in writing of a change order or amendment hereto. If the changes will result in additional work effort by CONTRACTOR, the CITY will agree to reasonably compensate the CONTRACTOR for such additional effort up to the maximum amount specified herein or as otherwise provided by City Code.

4. **On Call Contracts**

   If the services and deliverables performed under this Contract are on an on call or as assigned basis, service and deliverables may be assigned by Task Authorization or Statements of Work.

5. **Term**

   All services shall be satisfactorily completed on or before [INSERT CONTRACT TERMINATION DATE] and this Contract shall expire on said date unless mutually extended in writing by the Parties.

6. **Renewals**

   At CITY’s sole option, the Term of this Contract may be renewed for additional [(INSERT THE RENEWAL PERIOD - 1 YEAR, ETC)] periods, not to exceed [(INSERT THE]
MAXIMUM NUMBER OF RENEWAL PERIODS]. CITY will provide written notice of its intent to exercise any renewal options at least 30 days prior to the then existing Term and a written Amendment to this Contract will be mutually executed.
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 Sexual Misconduct or Abuse & Molestation Liability Insurance

Contractor shall maintain Sexual Misconduct policy with limits not less than One Million Dollars ($1,000,000) each occurrence and Two Million Dollars ($2,000,000) aggregate. If Abuse and Molestation coverage is provided on a “claims-made” basis, coverage must be maintained for not less than three years following the end of the Contract. This may be done by policy renewals or an Extended Reporting Period Endorsement.
4.2.1

4.3 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 equivalent. Contractor must also maintain an MCS 90 endorsement or equivalent and a CA 99 48 endorsement or equivalent if “Pollutants” are to be transported.

4.4 Workers’ Compensation
4.4.1 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.

4.5 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.

4.6 Professional Liability Insurance or Errors and Omissions
Contractor and/or its subcontractor shall maintain Professional Liability or Errors and Omissions with limits of One Million Dollars ($1,000,000) per claim and Two Million Dollars ($2,000,000) in the aggregate covering acts, errors and omissions arising out of the professional services under this Contract.
If the policy limit includes the payment of claims or defense costs, from the policy limit, the per claim limit shall be Two Million Dollars ($2,000,000).
If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability policy shall include Pollution Liability coverage.
If provided on a “claims-made” basis, such coverage shall be maintained by policy renewals or an extended reporting period endorsement for not less than three years following the end of the Contract.

4.7 Employee Theft Insurance
Contractor shall maintain Employee Theft or Employee Dishonesty Insurance policy with a limit not less than One Million Dollars ($1,000,000) per occurrence. Such policy shall include the City of Tacoma as Loss Payee.

4.8 Cyber/Privacy and Security Insurance
Contractor shall maintain Cyber Privacy and Security Insurance with coverage of not less than One Million Dollars ($1,000,000) per claim and Two Million Dollars ($2,000,000) general aggregate that includes, but is not limited to, coverage for first party costs and third-party claims. Coverage shall include loss resulting from data security/privacy breach, unauthorized access, denial of service attacks, introduction of virus and malicious code, network security failure, dissemination or destruction of electronic data, business interruptions, privacy law violation, and disclosure of non-public, personal and confidential information, and failure to disclose breaches as required law or Contract. Coverage shall include notifications and other expenses incurred in remediating a privacy breach as well as costs to investigate and restore data. Coverage shall also include communications liability (e.g., infringement of copyrights, title, slogan, trademark, trade name, trade dress, service mark, or service name in the policy holders covered material).

4.9 Commercial Property Insurance
Contractor shall provide Commercial Property Insurance for loss or damage to any and all equipment owned by City of Tacoma while in the care, custody, or control of Contractor, Subcontractors, or their agents. The coverage shall be provided on an ISO Special Form Causes of Loss CP10 30 06 07 or equivalent and shall provide full replacement cost coverage. The deductible shall not exceed Two Thousand Five Hundred Dollars ($2,500). Contractor shall be responsible for paying the deductible for the applicable coverage.

4.10 Garage Keepers Legal Liability Insurance
Contractor shall provide Garage Keepers Legal Liability Insurance, including physical damage coverage (section III, ISO policy form CA 00 05 03 10 or a more recent form) for all vehicles and/or equipment owned by City of Tacoma while in the care, custody, or control of Contractor. A minimum policy limit shall be the maximum value including special equipment of City of Tacoma owned vehicles in the care, custody, or control of Contractor at any one time. The deductible shall not exceed Two Thousand Five Hundred Dollars ($2,500). Contractor shall be responsible for paying the deductible for the applicable coverage.

4.11 Media Liability Insurance
Contractor shall maintain Media Liability coverage with limits not less than One Million Dollars ($1,000,000) each claim and One Million Dollars ($1,000,000) aggregate. Coverage shall include but not be limited to defamation, disparagement, libel, slander, invasion of privacy, infringement of title, slogan, trademark, trade name, trade dress, service mark or service name, infringement of copyright and plagiarism.

4.12 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.
CITY OF TACOMA
STANDARD TERMS AND CONDITIONS
GOVERNS BOTH GOODS AND SERVICES AS APPLICABLE

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](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/](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 accountspayable@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
complete description of items, contents of items if crated or cased, quantity, shipping point, carrier, bill of lading number and City of Tacoma purchase order.

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 there from.

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.