



City of Tacoma, WA

**TACOMA POWER
REQUEST FOR BIDS**

LABORATORY TESTING AND ANALYTICAL SERVICES

SPECIFICATION NO. PG20-0236F



CITY OF TACOMA

REQUEST FOR BIDS

NO. PG20-0236F

TACOMA POWER

Laboratory Testing and Analytical Services

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
TACOMA POWER

Jackie Flowers, Director of Utilities/CEO

Chris Robinson, Power Superintendent

Date: **September 9, 2020**

Each bid is to be enclosed in a sealed envelope bearing the superscription:

Request for Bids No. PG20-0236F
Tacoma Power – Laboratory Testing and Analytical Services



City of Tacoma
Tacoma Power / Natural Resources

REQUEST FOR BIDS PG20-0236F
Laboratory Testing and Analytical Services

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, September 29, 2020

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

bids@cityoftacoma.org

Maximum file size: 35 MB. Multiple emails may be sent for each submittal

Until further notice, public Bid Opening meetings have been cancelled.

Submittals in response to a RFB will be recorded as received. As soon as possible on the day of submittal deadline, preliminary results will be posted to www.TacomaPurchasing.org.

Solicitation Documents: An electronic copy of the complete solicitation documents may be viewed and obtained by accessing the City of Tacoma Purchasing website at www.TacomaPurchasing.org.

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

Pre-Proposal Meeting: A pre-proposal meeting will not be held.

Project Scope: Testing and analysis is necessary in order to stay in compliance with state, local and federal rules and regulations relating to hazardous material identification.

Estimate: \$240,000 - \$460,000

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

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

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

Protest Policy: City of Tacoma [protest policy](#), located at www.tacomapurchasing.org, 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.

SUBMITTAL CHECK LIST

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

One original, four copies and one electronic copy on flash drive in .pdf of your proposal must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Proposal page.

<p>The following items make up your submittal package:</p>	
<p>One clearly marked original, four printed copies, and one electronic (CD or flash drive) of your complete submittal</p>	
<p>Cover Letter</p>	
<p>Analytical Services Proposal</p>	
<p>Emergency Lab Services Fee Schedule</p>	
<p>Mandatory Response Times</p>	
<p>Signature Page</p>	
<p>Contractor's Record of Prior Contacts</p>	
<p>List of Equipment</p>	
<p>Standard Fee Schedule for Non-line Item Analytical Services</p>	
<p>List of at Least Five References</p>	

**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>.
- B. Upon award, it is the responsibility of the Supplier to register with the City of Tacoma's Tax and License Division, 733 South Market Street, Room 21, Tacoma, WA 98402-3768, 253-591-5252, https://www.cityoftacoma.org/government/city_departments/finance/tax_and_license/. Supplier shall obtain a business license as is required by Tacoma Municipal Code Subtitle 6C.20.
- C. During the term of the Contract, Supplier, at its expense, shall obtain and keep in force any and all necessary licenses and permits.

1.06 PUBLIC DISCLOSURE: PROPRIETARY OR CONFIDENTIAL INFORMATION

- A. Supplier Submittals, all documents and records comprising the Contract, and all other documents and records provided to the City by Supplier are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, City may be required, upon request, to disclose the Contract and documents or records related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and Supplier has complied with the requirements to mark records considered confidential or proprietary as such requirements are stated below, City agrees to provide Supplier 10 days written notice of impending release. Should legal action thereafter be initiated by Supplier to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by Supplier, including any damages, attorneys' fees or costs awarded by reason of having opposed disclosure. City shall not be liable for any release where notice was provided and Supplier took no action to oppose the release of information.
- B. If Supplier provides City with records or information that Supplier considers confidential or proprietary, Supplier must mark all applicable pages or sections of said record(s) as "Confidential" or "Proprietary." Further, in the case of records or information submitted in response to a Request for Proposals, an index must be provided indicating the affected pages or sections and locations of all such material identified Confidential or Proprietary. Information not included in the required index will not be reviewed for confidentiality or as proprietary before release. If Supplier fails to so mark or index Submittals and related records, then the City, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and Supplier expressly waives its right to allege any kind of civil action or claim against the City pertaining to the release of said record(s).
- C. Submission of materials in response to City's Solicitation shall constitute assent by Supplier to the foregoing procedure and Supplier shall have no claim against the City on account of actions taken pursuant to such procedure.

1.07 SUSTAINABILITY

- A. The City has interest in measures used by its contractors to ensure sustainable operations with minimal adverse impact on the environment. The City seeks to do business with vendors that value community and environmental stewardship that help us meet our sustainable purchasing goals.
- B. The City encourages the use of environmentally preferable products or services that help to minimize the environmental and human health impacts of City operations. Suppliers are encouraged to incorporate environmentally preferable products or services into Submittals wherever possible. "Environmentally preferable" means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.
- C. Environmental Standards. The City seeks to ensure that all purchases comply with current environmental standards and product specifications. Where appropriate, third party independent certifiers such as Green Seal and USEPA Standards shall be a minimum specification for products to the City, unless specified otherwise herein.
- D. The City encourages the use of sustainability practices and desires any awarded Suppliers to assist in efforts to address such factors when feasible for:
 - 1. Pollutant releases
 - 2. Toxicity of materials used
 - 3. Waste generation
 - 4. Greenhouse gas emissions, including transportation of materials and services
 - 5. Recycle content
 - 6. Energy consumption
 - 7. Depletion of natural resources
 - 8. Potential impact on human health and the environment

1.08 ALTERATIONS NOT ALLOWED

Except as otherwise specifically provided in a Solicitation, Submittals that are incomplete or conditioned in any way, contain erasures, alternatives or items not called for, or not in conformity with law, may be rejected as being non-responsive. Any attempt to condition a Submittal by inserting exceptions to the Solicitation or any conditions, qualifications or additions that vary its terms may result in rejection of the Submittal. The City may reject any submittal containing a material deviation from the Solicitation.

1.09 CORRECTION OF AMBIGUITIES AND OBVIOUS ERRORS

- A. The City reserves the right to correct obvious errors in Supplier's Submittal. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.
- B. Supplier shall notify the City of Tacoma Procurement and Payables Division in writing of any ambiguity, conflict, discrepancy, omission or other error in a Solicitation no later than five business days prior to the submittal deadline.
 - 1. For solicitations conducted in SAP Ariba, Supplier shall notify the City of Tacoma Procurement and Payables Division on the message board of the event.
 - 2. For all other solicitations, Supplier shall notify the contract person listed in the Solicitation.
- C. The City will make necessary modifications by addendum.
- D. Supplier is responsible for identifying ambiguities, conflicts, discrepancies, omissions or other errors in the Solicitation prior to providing its Submittal or the ambiguity, conflict, discrepancy, omission, or other error is waived. Any Submittal that includes assumed clarifications and/or corrections without the required authentication of the same is subject to rejection.

1.10 WARRANTIES/GUARANTEE

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

1.11 PATENTS, TRADEMARKS AND COPYRIGHTS

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

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

- A. Submittal packages must be received by the City's Procurement and Payables Division in SAP Ariba (unless another form of delivery is stated), prior to the scheduled time and date stated in the Solicitation.
- B. Supplier is solely responsible for timely delivery of its Submittal.
- C. Submittals received after the time stated in the solicitation will not be accepted.
- D. For purposes of determining whether a Submittal has been timely received in SAP Ariba, the City's Procurement and Payables Division will rely on the submittal clock in SAP Ariba.

1.13 SUBMITTAL IS NON-COLLUSIVE

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

1.14 PARTNERSHIPS

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

1.15 WITHDRAWAL OF SUBMITTALS

- A. Prior to Submittal Deadline. Submittals may be withdrawn (including in SAP Ariba) prior to the scheduled submittal deadline.
- B. After Submittal Deadline. No Submittal can be withdrawn after having been opened before the actual award of the contract, unless the award is delayed more than 90 calendar days beyond the date of opening. If a delay of more than 90 calendar days does occur, Supplier must submit written notice to the City purchasing manager that Supplier is withdrawing its submittal.

1.16 ACCEPTANCE OF SUBMITTALS

- A. If the solicitation announcement so states, submittals, unless previously withdrawn, will be read aloud, irrespective of any irregularities or informalities in such submittal, at the time and place specified in the solicitation announcement.
- B. All submittals must remain open for acceptance by the City for a period of at least 90 calendar days from the submittal deadline.

1.17 RIGHT TO REJECT

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

1.18 RESERVED RIGHTS

- A. By providing a submittal in response to a City solicitation, Supplier acknowledges and consents to the below City rights and conditions. With regard to this procurement process, the City reserves, holds without limitation, and may exercise, at its sole discretion, the following rights and conditions:
 - 1. To terminate the procurement process or decide not to award a contract as a result thereof by written notice to the Suppliers for any reason whatsoever with or without substitution of another solicitation.
 - 2. To waive any defect, technicality, or any other minor informality or irregularity in any submittal, or any other response from Suppliers.
 - 3. To issue addenda for any purpose including:
 - a. To make minor or major changes or alterations to the evaluation, selection and/or performance schedule(s) for any events associated with a procurement.
 - b. To supplement, amend, reduce, cancel, or otherwise modify a Solicitation, including but not limited to modifications to the description of services and/or products contained in the solicitation, by omitting services/products and/or including services/products.
 - 4. To request clarifications, additional information, and/or revised Submittals from one or more Suppliers.
 - 5. To conduct investigations with respect to the qualifications and experience of Supplier(s), including inspection of facilities and to request additional evidence to support any such information.

6. To eliminate any Supplier that submits an incomplete or inadequate response, or is non-responsive to the requirements of a Solicitation, or is otherwise deemed to be unqualified during any stage of the procurement process.
7. To select and interview a single finalist or multiple finalists to further the City's evaluation of Submittals provided in response to a Solicitation. The City may, in its sole and exclusive discretion as to what is in the City's best interest, elect not to conduct interviews of any or all Suppliers in connection with a solicitation process.
8. Except in the case of Requests for Bids, to negotiate any rate/fee offered by a Supplier. The City shall have the sole right to make the final rate/fee offer during contract negotiations. If the selected Supplier does not accept the City's final offer, the City may, in its sole discretion discontinue contract negotiations and commence negotiations with another Supplier, except as otherwise provided in Chapter 39.80, RCW.
9. To select and enter into a Contract with one or more Suppliers whose Submittal best satisfies the interests of the City and is most responsive, in the sole judgment of the City, to the requirements of a Solicitation.
10. To award by line item or group of line items.
11. To not award one or more items.
12. To issue additional or subsequent solicitations.
13. To seek partnerships between one or more Suppliers.
14. Request additional related products and services from the selected Supplier(s) as necessary throughout the term of the Contract.
15. Negotiate costs or fees in the event of new legislation or regulatory changes, or issuance of related compliance guidance, technology enhancements, and innovative solutions.
16. In the event the City receives questions concerning a Solicitation from one or more Suppliers prior to the deadline for response, the City reserves the right to provide such questions, and the City's responses, if any, to all Suppliers.
17. If an award is made and, prior to entering into a contract, subsequent information indicates that such award is not in the best interest of the City, the City may rescind the award without prior notice to Supplier and either award to another Supplier or reject all submittals or cancel this solicitation.
18. To cancel award of a contract at any time before execution of the Contract by both parties if cancellation is deemed to be in the City's best interest. In providing a submittal, Suppliers agree that the City is not liable for any costs or damages for the cancellation of an award. Supplier assumes the sole risk and responsibility for all expenses connected with the preparation of its submittal.
19. To add additional City departments or divisions to the Contract or develop a separate Contract with the Supplier subject to all terms, conditions and pricing of the original Contract
20. To take any other action affecting a Solicitation or a procurement process that is determined to be in the City's best interests.

1.19 SUBMITTAL CLARIFICATION

Suppliers may be asked to clarify their Submittal. This action shall not be construed as negotiations or any indication of intentions to award. If called upon, Supplier must respond to such requests within two business days or the timeframe set forth by the City in its request for clarification. Supplier's failure to respond to such a request may result in rejection of its Submittal.

1.20 EVALUATION OF SUBMITTALS

- A. The City of Tacoma reserves the right to award to the lowest and best responsible Supplier(s) delivering a Submittal in compliance with the Solicitation, provided such Submittals are reasonable and are in the best interest of the City to accept. The City may use a number of criteria for determining award, including evaluation factors set forth in Municipal Code Section 1.06.262. Suppliers who are inexperienced or who fail to properly perform other contracts may have their submittal rejected for such cause.

1. Evaluation Factors. In addition to the factors set forth in Municipal Code Section 1.06.262, the following may be used by the City in determining the lowest and best responsible Submittal:
 - a. Compliance with a Solicitation and with applicable City requirements, including by not limited to, the City's Ethics Code and its Small Business Enterprise and Local Employment and Apprenticeship programs.
 - b. Submittal prices, listed separately if requested, as well as a lump sum total (if the unit price does not compute to the extended total price, the unit price shall govern).
 - c. The total cost to the City, including all applicable taxes, may be the basis for contract award.
 - d. Time of delivery and/or completion of performance (delivery date(s) offered).
 - e. Warranty terms.
 - f. Quality of performance of previous contracts or services, including safety requirements and past compliance with the City's Ethics Code.
 - g. Previous and existing compliance with laws and ordinances relating to contracts or services.
 - h. Sufficiency of financial resources.
 - i. Quality, availability, and adaptability of the supplies or services to the particular use required.
 - j. Ability to provide future maintenance and service on a timely basis.
 - k. Location of nearest factory authorized warranty repair facility or parts dealership.
 - l. Ability, capacity, experience, stability, reputation, integrity, character, judgment, technical qualifications, and skill to perform the contract or provide the services required.
2. Prompt Payment Discount. Payment discount periods of 20 calendar days or more, if offered in the submittal, will be considered in determining the apparent lowest responsible submittal. Discounts will be analyzed in context of their overall cumulative effect.
 - a. ePayable/Credit Card Acceptance. Submittals offering ePayable/Credit card acceptance may be compared against submittals offering a prompt payment discount to evaluate the overall cumulative effect of the discount against the advantage to the City of the ePayable/Credit card acceptance, and may be considered in determining the apparent lowest responsible submittal.
3. All other elements or factors, whether or not specifically provided for in a Solicitation, which would affect the final cost to, and the benefits to be derived by, the City, may be considered in determining the award of a Contract. The final award decision will be based on the best interests of the City.

1.21 CONTRACT OBLIGATION

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

1.22 AWARD

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

1.23 SUPPLIER'S REFUSAL TO ENTER INTO CONTRACT

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

1.24 LEGAL HOLIDAYS

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

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January

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

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

1.25 CONTRACT TERM

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

1.26 EXTENSION OF CONTRACT

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

1.27 TERMINATION AND SUSPENSION

- A. Supplies. The City reserves the right to terminate a Contract at any time upon prior written notice to Supplier. Upon the effective date of termination specified in such notice, and payment by the City, all conforming supplies, materials, or equipment previously furnished hereunder shall become its property.
- B. Services. The City may terminate a Contract at any time, with or without cause, by giving 10 business days written notice to Supplier. In the event of termination, all finished and unfinished work prepared by Supplier pursuant to the Contract shall be provided to the City. In the event City terminates the Contract due to the City's own reasons and without cause due to Supplier's actions or omissions, the City shall pay Supplier the amount due for actual work and services necessarily performed under the Contract up to the effective date of termination, not to exceed the total compensation set forth in the Contract.
- C. Suspension. For either services or supplies, the City may suspend a Contract, at its sole discretion, upon three business days' written notice to Supplier. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Supplier's actual expenses and shall be subject to verification. Supplier shall resume performance of services under the Contract without delay when the suspension period ends.
- D. Termination or suspension of a Contract by City shall not constitute a waiver of any claims or remaining rights the City may have against Supplier relative to performance under a Contract.

1.28 DEFAULT/BREACH

In the event of material default or breach by Supplier on any of the conditions of a Contract, Supplier agrees that the City may, at its election, procure the goods or services from other sources, and may deduct from the unpaid balance due Supplier, or collect against the bond or security (if any), or may invoice and recover from Supplier all costs paid in excess of the price(s) set forth in the Contract.

- A. Supplies. The City at any time by written change order or other form of written contract amendment may make reasonable changes in the place of delivery, installation, or inspection, the method of shipment or packing, identification and ancillary matters that Supplier may accommodate without substantial additional expense.
- B. Services. The City shall have the right to make changes within the general scope of services and/or deliverables upon execution in writing of a change order or other written form of contract amendment. If the changes will result in additional work effort by Supplier the City agrees to reasonably compensate Supplier for such additional effort up to the maximum amount specified in the Contract or as otherwise provided by Tacoma Municipal Code. Any new services accepted by the City may be added to the Contract and/or substituted for discontinued services. New services shall meet or exceed all requirements of original award.
- C. Expansion Clause. A Contract may be further expanded in writing to include other related services or products normally offered by Supplier, as long as the price of such additional services or products have a profit margin equal to or less than that in place at the time of original submittal. Such additions and prices will be established in writing. New items not meeting these criteria will not be added to the Contract. Supplier profit margins are not to increase as a result any such expansion.

1.29 SCOPE OF SERVICES

Supplier agrees to diligently and completely perform the services required by a Contract.

1.30 SERVICES DO NOT INCLUDE PUBLIC WORK

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

1.31 PREVAILING WAGES

- A. If federal, state, local, or any applicable law requires Supplier to pay prevailing wages in connection with a Contract, and Supplier is so notified by the City, then Supplier shall pay applicable prevailing wages.
- B. If applicable, a Schedule of Prevailing Wage Rates for the locality or localities where the Contract will be performed is attached and made of 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, services and deliverables provided 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 provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin 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.

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- Submittal Checklist
- Standard Terms and Conditions

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SPECIFICATION DOCUMENT

SPECIAL PROVISIONS

1. SCOPE OF WORK

The purpose of this request is to secure ongoing analytical services for Tacoma Public Utilities (the City). The contractual agreement resulting from this specification is expected to remain in effect for a period of two years from date of contract assignment, with three yearly automatic renewal options. Bid prices are to remain firm during the first two years of the contract, with price adjustments allowable at the time of any subsequent contract extensions.

2. LOCATION

All analytical test requests will be based from the Tacoma Public Utilities utility complex (Utility) located at 3628 South 35th Street in Tacoma, Washington. Qualifying laboratories will be located not more than 15 miles in any one direction from the Utility, or sample carrier services from the Utility available within four hours of service request. Exceptions may be made if it can be demonstrated by the bidder that a longer distance would not adversely affect lab sample Turn-Around-Time (TAT) time, lab response when emergency services are required, and laboratory access from Tacoma Public Utilities utility complex due to distance.

3. CONTACT PERSON

Technical and bidder inquiries may be directed to Samol Hefley, Senior Buyer, at shefley@cityoftacoma.org.

4. COMMENCEMENT, EXECUTION, AND COMPLETION

The contract awardee shall be available to begin work as outlined in the contract within five calendar days after the date of notification to commence work.

Contract prices are to remain firm for the first two years of the contract as noted in Section 1 of these Special Provisions. Bid submittal prices will establish base price against which contractor may request price adjustments. The City may consider price adjustments after the first two years of the contract for each subsequent 12 month contract renewal period. The contractor must submit all price increases/decreases in writing 30 days prior to each 12 month contract renewal period. Increase requests may be evaluated against various market conditions including, but not limited to, Consumer Price Index for Seattle-Tacoma-Bremerton, all items 1982-84+100 for the comparable period, volatile commodity market conditions, or minimum wage adjustments.

Acceptance of any price adjustments to this contract will be at the sole discretion of the City. The option of contract extension will be utilized at the sole discretion of the City and does not infer any obligations by the City or any of its departments. If a mutually agreeable extension agreement cannot be reached, the contract will be terminated.

1. Written requests for price adjustments shall be directed to the Environmental Compliance Manager, at 3628 S 35th Street, Tacoma WA 98409-3115, 253-502- 8300. Requests received after the 12 month period will not be accepted and may not be submitted until 30 days prior to the next 12 month contract period.
2. Any proposed price increase to contract line items must be beyond the control of the vendor and supported by written documentation from the manufacturer or wholesale distributor, indicating new higher cost adjustments in effect.
3. Price increases will be adjusted only to the amount of cost increase to vendor. Supporting documentation must be included with each request for price adjustment.
4. No adjustment will be made for vendor profit margin.
5. The City is entitled to any promotional pricing during the contract period which is lower than pricing provided in the bid.
6. Price decreases shall be immediately passed on to the City.
7. Prices shall remain firm for each 12 month contract period, however, nothing in this contract will prevent the vendor from charging a lower than quoted price.
8. Price increases may be passed along during a contract period if the increase is due to federally mandated regulations.

9. The City reserves the right to accept or reject all such price adjustments

5. QUALIFICATION OF LABORATORIES

Only analytical laboratories that are Washington State and EPA certified and accredited in the listed types of analytical work performed on a normal and rush basis under this contract will be considered. Contracting laboratory must show Washington State Department of Ecology and EPA certification and accreditation as part of the bid packet.

Additionally, contracting laboratory must show an ability and willingness to carry out requested analysis within the time constraints and conditions set forth by this specification. The City shall be the sole judge of the bidder's ability to meet the requirement of this paragraph.

All bidders shall present a separate list of at least five references, including contact names and telephone numbers of firms in the Northwest area for which the company has performed analytical services listed on the proposal sheet and fee schedule. References must reflect experience with Rush and Normal TAT laboratory services.

Laboratories will also be required to submit for bid evaluation a list of all laboratory subcontractors utilized for analytical procedures not normally conducted by the bidding laboratory. Locations and contact names will be supplied to the City. All subcontractors to the bidding laboratory shall be evaluated by the City, and may be subject to audit prior to contract award.

6. SAFETY AND ENVIRONMENTAL COMPLIANCE

It is the laboratory's responsibility to remain in compliance with environmental and safety regulations at all times. Observance of federal, state, and local laws will be maintained while in the service of the City. Non-compliance with environmental and safety statutes will be viewed as an exception to the standards set forth in this specification. Such exception may be cause for the early termination of any agreement created as a result of this document.

7. CONTRACT WORK TIMES

Normal work times will include regular business hours generally accepted as Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding City recognized holidays. A non-working day for which emergency overtime shall be paid is defined as Saturday, Sunday, and the following City of Tacoma recognized holidays:

- New Year's Day
- Martin Luther King's Birthday
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

It is mandatory that personnel be on hand during regular business hours in order to receive samples for testing. Qualified laboratory personnel must be available during off hours in the event of an emergency. Contract awardee must demonstrate the ability and willingness to fulfill these after hour time requirements to the satisfaction of the City. Additional charges or costs associated with off hours operations shall be clearly stated as part of the bid packet. In the absence of clearly stated additional off hours charges then off hour work will be considered incidental to the contract and the price list (fee schedule) supplied with the bid documents will apply.

8. CONTRACT PRICE

Unit bid prices shall be full and complete compensation for the work stated, together with all appurtenances incidental thereto, including materials, sample containers, equipment, tools, labor, sample disposal, and all the costs to the laboratory for completing the requested work in accordance with this specification, environmental regulations, and instructions of the City's Environmental Compliance Office.

WORK NOT SPECIFICALLY CALLED OUT IN THESE INSTRUCTIONS, BUT REQUIRED TO COMPLETE ASSIGNED TASKS SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.

Payment will not be made for any of the following:

1. Products, samples, or waste mishandled or disposed of in an unlawful or incorrect manner;
2. Incorrect sample analysis;
3. Work considered outside the approved scope of work for each task;

4. Clean up of otherwise uncontaminated properties or land resulting from improper storage or disposal of hazardous material or sample remnants.

9. UNIT QUANTITIES SPECIFIED

Quantities indicated in the proposal are for bidding and contract purposes only. Due to the nature of this work, the actual quantities may vary from estimated values. Amounts are therefore subject to change, but adjustment of the unit prices will not be allowed. Bid prices shall reflect the true costs plus profit for each unit price item.

The City reserves the right to increase, decrease or delete any requirement of this bid. The City may make a corresponding change in the contract price if considered necessary, but no guarantee of work can be made as a result of this statement.

Submission of the proposal is not a guarantee of work by the City. The City reserves the right to delete any bid item from the contract by notifying the laboratory in writing of its intent.

10. MEASUREMENT AND PAYMENT

The contract administrator, in coordination with the contract laboratory, shall make measurements and determine quantity and amount of work done for payment under this contract. Payment for services shall be based on per unit costs reflected on the proposal sheet, or those figures reflected in the price list (fee schedule) that will be supplied with the bid documents.

11. INVOICES

Invoicing shall be submitted on a monthly basis and must include the following information:

1. Itemized invoice with line item detail showing each of the following per chain of custody;
 - The Project Name
 - Each type of laboratory analysis performed
 - Number of each analysis completed for that project
 - Unit cost per analysis
 - Total cost
2. Contract Agreement number;
3. Hardcopy of each laboratory report listed on the invoice, with chain of custody;

Invoices will be sent to:

Tacoma Public Utilities
 Environmental Compliance Office
 3628 South 35th Street
 Tacoma, WA 98409-3192

12. LABORATORY REPORTS

All preliminary laboratory reports (rush analysis) shall be emailed to the requesting party listed on the Chain of Custody. Email will be the preferred method for sending laboratory reports (rush and normal analysis).

Formal laboratory reports will be submitted in electronic PDF format or hard copy format. Additionally, Element Format Sample Analysis (EFSA) spreadsheet shall also be provided in Microsoft Excel format. The EFSA must include the following information:

- | | |
|---------------------|---------------------------------------|
| • Lab name | • Preparation Date (if applicable) |
| • Client ID | • Date Analyzed |
| • Client Name | • Method |
| • Lab Project Name | • CAS# (if applicable) |
| • Lab Sample Number | • Compound |
| • Sample Matrix | • Result Qualifiers |
| • Date Sampled | • Units |
| • Date Received | • Explanation of Data Qualifier Flags |

An example of the EFSA is provided as part of this request for proposal.

All hard-copy sample analysis reports will be sent to:

Tacoma Public Utilities
 Environmental Compliance Office
 3628 South 35th Street
 Tacoma, WA 98409-3192

Any final laboratory reporting formats shall include at a minimum state and federal certification,

accreditation, and industry standard required information. Any reporting formats that are not consistent with state and federal certification, accreditation, and industry standard will require review and approval by the Tacoma Public Utilities Environmental Compliance Office prior to use for reporting. In addition to state and federal certification, accreditation, and industry standard information, the laboratory report will include Purchase Order/Authorizations numbers if provided on the Chain of Custody.

13. DIVISION OF WORK

A. MATERIAL AND SUPPLIES TO BE FURNISHED BY LABORATORY

1. **SAMPLE CONTAINERS:** The laboratory shall furnish all clean, prepared, and labeled containers for oil, soil, wipe, and water samples submitted for analysis. In addition, the laboratory must furnish any miscellaneous or specialized containers required for other samples and analysis indicated in this specification. Coolers and water testing kits will be supplied at no additional cost to the Utility.
2. **CHAINS OF CUSTODY:** Laboratory will furnish all necessary paperwork for the proper and legal transfer of samples. Chains of custody shall either be of the carbon paper type or computer generated from an Excel program.
3. **PREPAID MAILERS:** When offsite work becomes necessary, contracting laboratory shall furnish prepaid UPS or Federal Express mailer packs for samples taken in outlying areas. Cold packs and coolers must be capable of withstanding shipment while being protective of samples. Prepaid Mailer services may be used in lieu of laboratory location within 15 miles of the TPU Building at S 35th and Union.
4. **COURIER SERVICE FROM THE TPU BUILDING AT S 35th AND UNION:** On occasion it may be requested that samples be picked up directly from the Environmental Compliance Office by laboratory personnel. It may become necessary to request courier service from the laboratory. This service will be provided by the laboratory at no cost to the City. Courier Service may be used in lieu of laboratory location within 15 miles of the TPU Building at S 35th and Union

B. WORK TO BE DONE BY CITY

Under normal conditions, Tacoma Public Utilities personnel will be responsible for the following:

1. Collection and labeling of all samples for analysis;
2. Safe delivery of samples to the laboratory (or arrange pickup if laboratory is not within 15 miles of the Tacoma Power complex);
3. Preparation of paperwork (i.e. chains of custody);
4. Preparation and shipment of samples by prepaid mailer to the contract laboratory when conducting work outside the Seattle/Tacoma area.

14. EVALUATION OF BIDS

The award of this contract will NOT be based on cost alone as other factors and features are equally important.

This contract will be awarded to the lowest responsive and responsible bidder complying with these specifications, provided such bid is reasonable and is in the best interests of Tacoma Public Utilities to accept. The City, however, reserves the right to reject any and all bids and to waive any informality in bids received. The City furthermore reserves the right to let the contract to the most responsive bidder whose bid will be the most advantageous to the City's price and all other factors considered.

In addition to pricing, the City will consider any or all of the following:

1. Successful past record with the City of Tacoma;
2. Local references for similar types of work;
3. Successful site audit;
4. Key personnel qualifications;
5. Subcontractors and vendors providing service to the laboratory;
6. Length of standard and rush TATs;

7. Laboratories location or scope of courier service offered in order to ensure proper TATs and emergency work.

15. ABILITY TO ACTIVELY PURSUE PROPOSED WORK

A statement must be presented that clearly articulates the willingness and ability to accept responsibility for providing the proposed services and meeting City timeframes in view of current and projected workloads. This represents a critical issue due to the "Rush" and "After Hours Emergency" aspect of this contract. Resulting statement will become part of the contract documents and will play a crucial role in the award of the contract.

16. EMERGENCY LAB SERVICES

Charges for Emergency Service (Outside normal business hours) are to be declared on the attached "Emergency Lab Service Fee Schedule." Figures will be expressed as per hour charges for services conducted after hours, on weekends, and on holidays. Dollar figures reflected in this fee schedule are for review purposes only and shall not affect total bid amount.

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TECHNICAL PROVISIONS

Services requested by this specification include laboratory analysis of mineral based electrical insulating oil, soil, or water, for PCB and other regulated materials on a rush and normal TAT time basis. Samples will normally be delivered to the laboratory by Tacoma Power personnel as needed. Due to the requirement for immediate (and after hours) analysis of samples in the event of an emergency, only laboratories within a fifteen (15) mile radius of the Utilities Center Complex (located at 3628 South 35th Street, Tacoma, Washington) or 24 hour courier service availability will be considered in order to ensure proper TATs and emergency work. Bids may be rejected if the laboratory location is considered too far away, or if service is inaccessible during abnormal hours. Methods for analysis of PCB must comply with the requirements of 40 CFR 761 (TSCA). Methods for determination of other hazardous waste characteristics shall comply with the requirements set forth in WAC 173-303 (Washington State Dangerous Waste Regulations), WAC 173-340 (MTCA - Model Toxics Control Act), and EPA (Federal Standards).

1. LINE ITEMS

Payment will be made for the following items listed on the bidders "Analytical Services Proposal" sheet (attached):

1. "Analysis of PCB in Oil" – Rush TAT" based on two hundred fifty (250 ea.) samples.
2. "Analysis of PCB in Oil" – Normal TAT" based on one hundred (150 ea.) samples.
3. "Analysis of PCB in Soil" – Rush TAT based on two hundred (200 ea.) samples.
4. "Analysis of PCB in Soil" – Normal TAT based on one hundred eighty (180 ea.) samples.
5. "Analysis NWTPH-Dx" – Rush TAT based on three hundred (300 ea.) samples.
6. "Analysis NWTPH-Dx" – Normal TAT based on one hundred twenty five (125 ea.) samples.
7. "Total Metals Extraction" – Rush TAT based on two hundred fifty (250 ea.) samples.
8. "Total Metals Extraction" – Normal TAT based two hundred (200 ea.) samples.
9. "Analysis Total Metals RCRA 8 plus addition of Copper, Nickel, and Zinc" – Rush TAT based on two hundred (200 ea.) samples.
10. "Analysis Total Metals RCRA 8 plus addition of Copper, Nickel, and Zinc" – Normal TAT based one hundred fifty (150 ea.) samples.
11. "TCLP Metals RCRA 8" – Rush TAT based on one hundred twenty five (125 ea.) samples.
12. "TCLP Metals RCRA 8" – Normal TAT based on one hundred (100 ea.) samples.
13. "TCLP Extraction" – Rush TAT based on one hundred twenty five (125 ea.) samples.
14. "TCLP Extraction" – Normal TAT based on one hundred (100 ea.) samples.
15. "Total Metals ICP MS" – Rush TAT based on one hundred forty (140 ea.) samples.
16. "Total Metals ICP MS" – Normal TAT based on one hundred forty (140 ea.) samples.
17. "TPH in Water" – Rush TAT (1664 HEM) based on fifty (50 ea.) samples.
18. "TPH in Water" – Normal TAT (1664 HEM) based on fifty (50 ea.) samples.
19. "Turbidity in Water" – Rush TAT based on thirty (30 ea.) samples.
20. "Turbidity in Water" – Normal TAT based on thirty (30 ea.) samples.
21. "pH in Water" – Rush TAT based on thirty (30 ea.) samples.
22. "pH in Water" – Normal TAT based on thirty (30 ea.) samples.
23. "Fish Bioassay – Rush TAT" based on fifteen (15 ea.) samples.
24. "Fish Bioassay – Normal TAT" based on fifteen (15 ea.) samples.
25. "PCB in Wipes" – Rush TAT based on twenty (20 ea.) samples.
26. "PCB in Wipes" – Normal TAT based on twenty (20 ea.) samples.
27. "PCB in Water" – Rush TAT based on ten (10 ea.) samples.

28. "PCB in Water" – Normal TAT based on ten (10 ea.) samples.
29. "NWTPH-HCID" – Rush TAT based on twenty (20 ea.) samples.
30. "NWTPH-HCID" – Normal TAT based on twenty (20 ea.) samples.
31. "NWTPH-G" – Rush TAT based on fifty (50 ea.) samples.
32. "NWTPH-G" – Normal TAT based on fifty (50 ea.) samples.
33. "BTEX (8260 or equiv.)" – Rush TAT based on fifty (50 ea.) samples.
34. "BTEX (8260 or equiv.)" – Normal TAT based on fifty (50 ea.) samples.
35. "TOX Rush TAT" – Rush TAT based on fifty (50 ea.) samples.
36. "TOX Normal TAT" – Normal TAT based on twenty (20 ea.) samples.
37. "Storm Water Hg (low level Hg 1631)" – Rush TAT based on fifteen (15 ea.) samples.
38. "Storm Water Hg (low level Hg 1631)" – Normal TAT based on fifteen (15 ea.) samples.
39. "Hg Cold Vapor Extract (or equivalent)" – Rush TAT based on fifteen (15 ea.) samples.
40. "Hg Cold Vapor Extract (or equivalent)" – Normal TAT based on fifteen (15 ea.) samples.
41. "F Listed Solvents (8260 or equivalent)" – Rush TAT based on seventy five (75 ea.) samples.
42. "F Listed Solvents (8260 or equivalent)" – Normal TAT based on seventy five (75 ea.) samples.
43. "PAH/PNA (8270 or equivalent)" – Rush TAT based on fifty (50 ea.) samples.
44. "PAH/PNA (8270 or equivalent)" – Normal TAT based on fifty (50 ea.) samples.
45. "TCLP Organics (full scan)" – Rush TAT based on twenty (20 ea.) samples.
46. "TCLP Organics (full scan)" – Normal TAT based on twenty (20 ea.) samples.
47. "Semi Volatile Organics (8270 or equivalent)" – Rush TAT based on twenty five (25 ea.) samples.
48. "Semi Volatile Organics (8270 or equivalent)" – Normal TAT based on twenty five (25 ea.) samples.
49. "Volatile Organics (8260 or equivalent)" – Rush TAT based on fifty (50 ea.) samples.
50. "Volatile Organics (8260 or equivalent)" – Normal TAT based on fifty (50 ea.) samples.
51. "Flash Point" – Rush TAT based on thirty (30 ea.) samples.
52. "Flash Point" – Normal TAT based on thirty (30 ea.) samples.
53. "pH (for hazardous waste)" 9040/9045 – Rush TAT based on thirty (30 ea.) samples.
54. "pH (for hazardous waste)" 9040/9045 – Normal TAT based on thirty (30 ea.) samples.
55. "Hexavalent Cr" (SW846719A or equiv. – Rush TAT based on fifteen (15 ea.) samples.
56. "Hexavalent Cr" (SW846719A or equiv.) – Normal TAT based on fifteen (15 ea.) samples.
57. "Total Cr" – Rush TAT based on fifteen (15 ea.) samples.
58. "Total Cr" – Normal TAT based on fifteen (15 ea.) samples.

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2. LINE ITEM DESCRIPTIONS

Bid Item No. 1

Bid item number one (1) is for the analysis of PCB in oil on a rush TAT basis, as described under the Mandatory TAT statement and in section 4 of the special provisions. Methods for analysis shall comply with the requirements of 40 CFR 761 (TSCA). Units will be expressed on the laboratory report in parts per million (ppm). Laboratory report will report PCB results for total Arochlors and individual Arochlor Type. The proposal sheet will reflect the cost per unit (per each test), and be carried out to a total price for the unit quantities specified.

Bid Item No. 2

Bid item number two (2) is for analysis of PCB in oil on a normal TAT basis. Methods for analysis shall comply with the requirements of 40 CFR 761 (TSCA). Units will be expressed on the laboratory report in parts per million (ppm). Laboratory report will report PCB results for total Arochlors and individual Arochlor Type. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 3

Bid item number three (3) is for analysis of PCB in soil on a rush TAT basis, as described under the Mandatory TAT statement and in section 4 of the special provisions. Methods must comply with the requirements of 40 CFR 761 (TSCA). Units will be expressed on the laboratory report in ppm. Laboratory report will report PCB results for total Arochlors and individual Arochlor Type. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 4

Bid item number four (4) is for analysis of PCB in soil on a normal TAT basis. Methods must comply with the requirements of 40 CFR 761 (TSCA). Units will be expressed on the laboratory report in ppm. Laboratory report will report PCB results for total Arochlors and individual Arochlor Type.

Bid Item No. 5

Bid item number five (5) is for the analysis of Total Petroleum Hydrocarbons (NWTPH-D) extended on a rush TAT basis, as described on the proposal sheet and under the "Mandatory TAT" statement in section 4 of the special provisions. This will be used for the detection of medium range (diesel or mineral oil) fractions in solid waste, soil or other non-aqueous media in accordance with Washington State Department of Ecology standards. Units will be expressed on the laboratory report in ppm. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 6

Bid item number six (6) is for the analysis of Total Petroleum Hydrocarbons – (NWTPH-D) extended on a normal TAT basis. This testing will be utilized for detection of medium range (diesel or mineral oil) fractions in solid waste, soil or other non-aqueous media in accordance with Washington State Department of Ecology standards. Units will be expressed on the laboratory report in ppm. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 7

Bid item number seven (7) is for total metals extractions performed on a rush TAT basis. The proposal sheet will reflect the cost per unit (per each extraction) and be carried out to a total price for the unit quantities specified.

Bid Item No. 8

Bid item number eight (8) is for total metals extractions, performed on a normal TAT basis. The proposal sheet will reflect the cost per unit (per each extraction), and be carried out to a total price for the unit quantities specified.

Bid Item No. 9

Bid item number nine (9) is for analysis of Total metals (RCRA 8) plus addition of Copper, Nickel, and Zinc on a rush TAT basis. Units will be expressed on the laboratory report in ppm. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 10

Bid item number ten (10) is for analysis of Total metals (RCRA 8) plus addition of Copper, Nickel, and Zinc on a normal TAT basis. Units will be expressed on the laboratory report in ppm. The proposal sheet will reflect the cost per unit (per each test), and be carried out to a total price for the unit quantities specified.

Bid Item No. 11

Bid item number eleven (11) is for analysis of TCLP metals (RCRA 8) on a rush TAT basis, as described under the Mandatory TAT statement and in section 4 of the special provisions. Units will be expressed on the laboratory report in ppm. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 12

Bid item number twelve (12) is for TCLP metals (RCRA 8) on a normal TAT basis. Units will be expressed on the laboratory report in parts per million (ppm). The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 13

Bid item number thirteen (13) is for analysis of TCLP metals extractions performed on a rush TAT basis. The proposal sheet will reflect the cost per unit (per each extraction) and be carried out to a total price for the unit quantities specified.

Bid Item No. 14

Bid item number fourteen (14) is for TCLP metals extractions performed on a normal TAT basis. The proposal sheet will reflect the cost per unit (per each extraction) and be carried out to a total price for the unit quantities specified.

Bid Item No. 15

Bid item number fifteen (15) is for analysis of total metals ICP MS on a rush TAT basis. Units will be expressed on the laboratory report in ppm or as requested. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 16

Bid item number sixteen (16) is for analysis of total metals ICP MS on a normal TAT basis. Units will be expressed on the laboratory report in ppm or as requested. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 17

Bid item number seventeen (17) is for analysis of TPH in Water on a rush TAT time (method 1664 HEM). Analytical must be in accordance with federal and state storm water testing standards. Units will be expressed on the laboratory report in parts per billion (ppb). The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 18

Bid item number eighteen (18) is for analysis of TPH in water on a normal TAT time (method 1664 HEM). Analytical must be in accordance with federal and state storm water testing standards. Units will be expressed on the laboratory report in ppb. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 19

Bid item number nineteen (19) is for the analysis of turbidity in water on a rush TAT basis. Analysis will be in accordance with federal and state storm water testing standards. Units will be expressed on the laboratory reports in nephelometric turbidity units (ntu). The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 20

Bid item number twenty (20) is for the analysis of turbidity in water on a normal TAT basis. Analysis will be in accordance with federal and state storm water testing standards. Units will be expressed on the laboratory reports in ntu. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 21

Bid item number twenty one (21) is for the analysis of pH in water for storm water analysis on a rush TAT time. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 22

Bid item number twenty two (22) is for the analysis of pH in water for storm water analysis on a normal TAT time as described under the Mandatory TAT statement and in section 4 of the special provisions. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 23

Bid item number twenty three (23) is for fish bioassay on hazardous waste based on five samples. These will be done on a rush TAT time basis. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 24

Bid item number twenty four (24) is for fish bioassay on hazardous waste based on five samples. These will be done on a normal TAT time basis. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 25

Bid item number twenty five (25) is for analysis of PCB in wipes on a rush TAT basis. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 26

Bid item number twenty six (26) is for analysis of PCB in wipes on a normal TAT basis. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 27

Bid item number twenty seven (27) is for analysis of PCB in water on a rush TAT basis. Results shall be expressed in ppb and be in compliance with Washington State rules and regulations. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 28

Bid item number twenty eight (28) is for analysis of PCB in water on a normal TAT basis. Results shall be expressed in ppb, and be in compliance with Washington State rules and regulations. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 29

Bid item number twenty nine (29) is for analysis of NWTPH-HCID in soil on a rush TAT time. Results shall be expressed in ppm, and be in compliance with Washington State rules and regulations. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 30

Bid item number thirty (30) is for analysis of NWTPH-HCID in soil on a normal TAT basis. Results shall be expressed in ppm, and be in compliance with Washington State rules and regulations. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 31

Bid item number thirty one (31) is for analysis of NWTPH-G in soil on a rush TAT time as described under the Mandatory TAT statement and in section 4 of the special provisions. Results shall be expressed in ppm and be in compliance with Washington State rules and regulations. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 32

Bid item number thirty two (32) is for analysis of NWTPH-G in soil on a normal TAT time. Results shall be expressed in ppm, and be in compliance with Washington State rules and regulations. The proposal sheet will reflect the cost per unit (per each test), and be carried out to a total price for the unit quantities specified.

Bid Item No. 33

Bid item number thirty three (33) is for analysis of BTEX in soil (8260 or equiv.) on a rush TAT time. Results shall be expressed in ppm, and be in compliance with Washington State rules and regulations. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 34

Bid item number thirty four (34) is for analysis of BTEX in soil (8260 or equiv.) on a normal TAT time. Results shall be expressed in ppm, and be in compliance with Washington State rules and regulations. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 35

Bid item number thirty five (35) is for analysis of Total Organic Halogens (TOX) in oil and hazardous waste on a rush TAT time. Results shall be expressed in ppm and be in compliance with Washington State rules and regulations. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 36

Bid item number thirty six (36) is for analysis of Total Organic Halogens (TOX) in oil and hazardous waste on a normal TAT time. Results shall be expressed in ppm and be in compliance with Washington State rules and regulations. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 37

Bid item number thirty seven (37) is for analysis of Storm Water Mercury (low level Hg 1631) on a rush TAT time expressed in ppb. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 38

Bid item number thirty eight (38) is for analysis of Storm Water Mercury (low level Hg 1631) on a normal TAT time expressed in ppb. The proposal sheet will reflect the cost per unit (per each test), and be carried out to a total price for the unit quantities specified.

Bid Item No. 39

Bid item number thirty nine (39) is for analysis of analysis of Mercury (Hg cold vapor extract or equiv.) in hazardous waste on a rush TAT time. Results are to be expressed in ppm and be in compliance with Washington State Regulations. The proposal sheet will reflect the cost per unit (per each test), and be carried out to a total price for the unit quantities specified.

Bid Item No. 40

Bid item number forty (40) is for analysis of analysis of Mercury (Hg cold vapor extract or equivalent) in hazardous waste on a normal TAT time. Results are to be expressed in ppm and be in compliance with Washington State Regulations. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 41

Bid item number forty one (41) is for analysis of F-Listed solvents in hazardous waste and soil (8260 or equiv.) on a rush TAT basis. Results are to be expressed in ppm, and be in compliance with Washington State Regulations. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 42

Bid item number forty two (42) is for analysis of F-Listed solvents in hazardous waste and soil (8260 or equiv.) on a normal TAT basis. Results are to be expressed in ppm and be in compliance with Washington State Regulations. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 43

Bid item number forty three (43) is for analysis of PAH/PNA (8270 or equiv.) in hazardous waste and soil on

a rush TAT basis. Results are to be expressed in ppm and be in compliance with Washington State Regulations. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 44

Bid item number forty four (44) is for analysis of PAH/PNA (8270 or equiv.) in hazardous waste and soil on a normal TAT basis. Results are to be expressed in ppm and be in compliance with Washington State Regulations. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 45

Bid item number forty five (45) is for analysis of TCLP Organics (full scan) on hazardous waste and soil on a rush TAT basis. Results are to be expressed in ppm and be in compliance with Washington State Regulations. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 46

Bid item number forty six (46) is for analysis of TCLP Organics (full scan) on hazardous waste and soil on a normal TAT basis. Results are to be expressed in ppm, and be in compliance with Washington State Regulations. The proposal sheet will reflect the cost per unit (per each test), and be carried out to a total price for the unit quantities specified.

Bid Item No. 47

Bid item number forty seven (47) is for analysis of Semi Volatile Organics (8270 or equiv.) in hazardous waste or soil on a rush TAT basis. Results are to be expressed in ppm and be in compliance with Washington State Regulations. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 48

Bid item number forty eight (48) is for analysis of Semi Volatile Organics (8270 or equiv.) in hazardous waste or soil on a normal TAT basis. Results are to be expressed in ppm and be in compliance with Washington State Regulations. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 49

Bid item number forty nine (49) is for analysis of Volatile Organics (8260 or equiv.) in hazardous waste or soil on a rush TAT basis. Results are to be expressed in ppm and be in compliance with Washington State Regulations. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 50

Bid item number fifty (50) is for analysis of Volatile Organics (8260 or equiv.) in hazardous waste or soil on a normal TAT basis. Results are to be expressed in ppm and be in compliance with Washington State Regulations. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 51

Bid item number fifty one (51) is analysis of flash point on hazardous waste on a rush TAT basis as described under the Mandatory TAT statement and in section 4 of the special provisions. Analysis will be conducted using a Washington State recognized method and be expressed in degrees Fahrenheit. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 52

Bid item number fifty two (52) is analysis of flash point on hazardous waste on a normal TAT basis. Analysis will be conducted using a Washington State recognized method and be expressed in degrees Fahrenheit. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 53

Bid item number fifty three (53) is analysis of pH (9040/9045) on hazardous waste and other substrates on a

rush TAT basis. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 54

Bid item number fifty four (54) is analysis of pH (9040/9045) on hazardous waste and other substrates on a normal TAT basis. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 55

Bid item number fifty five (55) involves analysis for "Hexavalent Cr" (by method SW846719A or equivalent) in hazardous waste and soil on a rush TAT basis. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 56

Bid item number fifty six (56) involves analysis for "Hexavalent Cr" (by method SW846719A or equiv.) in hazardous waste and soil on a normal TAT basis. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 57

Bid item number fifty seven (57) involves analysis for "Total Cr" in hazardous waste and soil on a rush TAT basis. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified.

Bid Item No. 58

Bid item number fifty-eight (58) involves analysis for "Total Cr" in hazardous waste and soil on a normal TAT basis. The proposal sheet will reflect the cost per unit (per each test) and be carried out to a total price for the unit quantities specified

NOTE: All bidders must also attach a standard pricing schedule of all other services they provide. The prices and services will prevail for any requested service not otherwise addressed in this contract.

3. FEE SCHEDULE FOR AFTER HOURS SERVICES

Pricing associated with time required to perform emergency rush analysis outside of normal working hours must be declared on the attached documents. Agreement to perform after hours services is mandatory. These prices will only be for bid evaluation and shall not be included in (added to) the total bid amount.

4. RESPONSE TIME

Response time is calculated from the time the lab receives the sample to the time the City receives the lab report (by telephone email or fax). The City requires the following rush response TAT for analysis of PCB in oil, soil, wipe, and water samples, NWTPH-Dx (in soil), NWTPH -G (in soil), Total Metals (RCRA 8 plus Cu, Ni & Zn), TCLP RCRA 8, pH, and Flash Point (degrees Fahrenheit):

- PCB in Oil - four (4) hours
- PCB in Soil - twenty-four (24) hours
- PCB in Wipe - twenty-four (24) hours
- PCB in Water - twenty-four (24) hours
- NWTPH – Dx – twenty-four to thirty-six (24-36) hours
- Total Metals – twenty-four to thirty-six (24-36) hours
- TCLP RCRA 8 – twenty-four to thirty-six (24-36) hours
- pH – twenty-four (24) hours
- NWTPH-G – twenty-four to thirty-six (24-36) hours
- Flash Point – twenty-four (24) hours

This TAT schedule will be considered mandatory on this contract. Bidders will indicate rush and normal TATs for analyses indicated on the Bid Sheet along with unit prices, unless otherwise notated.

5. SAMPLE CONTAINERS

The laboratory shall furnish all clean, labeled and prepared containers for oil, soil, wipe, and water samples submitted for PCB analysis. In addition, the laboratory must furnish any miscellaneous or specialized containers required for other samples and analyses indicated in this specification. Sample containers will be supplied at no additional cost to the City.

6. SAMPLE DISPOSAL AND HOLDING TIME

The contracting laboratory shall be responsible for appropriate storage of all samples for a minimum holding time of 180 days. A longer holding time may be required if considered necessary by the City. Sample hold services will be considered incidental to the contract.

At the end of the specified retention time, the contracting laboratory will be responsible for disposal of all samples. Sample disposal will be considered incidental to the contract. Disposal is to be conducted in a manner protective of the environment and in accordance with all Federal EPA and Washington State environmental regulations. Contractor will disclose the methods employed for sample disposal or destruction, and must provide proof of sample disposal if requested. Final disposal company and location must be disclosed and will be subject to audit if requested. Failure to comply could result in termination of any contract resulting from this bid. No samples will be returned to the City unless expressly requested by Environmental Compliance Office personnel.

7. SITE AUDITS

Award of this contract shall be dependent on a successful site audit conducted by City Environmental Compliance Office personnel. The successful bidder is expected to allow such an audit to occur during regular business hours with reasonable notice. Any refusal to allow such an audit will constitute forfeiture of the contract. The City reserves the right to reject any laboratory that does not meet minimum standards and qualifications as determined by the Environmental Compliance Office and these specifications. Any and all subcontractors to the awardee of this contract are subject to this same audit provision and will be expected to allow such onsite audits to occur.

8. EXCEPTIONS

Any exceptions made to the technical and special provisions listed in this specification shall be clearly defined, typewritten, and attached as a separate document to the bidders' response sheets. Such documentation must be clearly marked with the word "Exceptions," and should be printed on responding laboratory letterhead.

While taking exception to this specification in part or on the whole does not constitute immediate disqualification, the depth of the variation (exception) will be the determiner. Exceptions will be taken on their own merits and will be adopted or rejected at the sole option of the City's Environmental Compliance Group.

Please note that any exceptions to the provisions stated in this specification may result in bid rejection.

9. CONTRACT AWARD

This contract will be awarded to only one laboratory firm. The contract will not be split or divided in any fashion. Award will be to the responsive bidder that is in the best interests of the City to accept. The City reserves the right and will be the sole judge as to what constitutes a responsive bid, cost and all other factors considered.

10. SUMMARY

The purpose of this request is to secure ongoing analytical services for Tacoma Public Utilities, Tacoma Power, Tacoma Water, and Tacoma Rail. The contractual agreement resulting from this specification is expected to remain in effect for two years initially, with yearly options to renew for up to an additional three years (as expressed in the Special Provisions section 4). Line item prices will remain firm for the first two years of the contract. Annual price adjustments will be allowed with concurrent contract extensions in accordance with the Seattle/Tacoma/Bremerton area CPI (if applicable). Contract extensions beyond the first two year period will be at the sole option of the City, and does not guarantee that any extensions will be granted.

The contract that results from this specification contains an emergency clause in which after hour emergency work may be required. It is an absolute requirement that all responders agree to perform such work. Failure to do so could result in immediate disqualification from consideration.

This specification is detailed in the type of analytical work that will be required. In Section 4 of the Technical Provisions, the time schedule for critical rush items have been listed. If the responding laboratory cannot meet the rush times as presented, an exception sheet will be required listing the reasons why the stated time frames are unreasonable. The responder will then be required to predict their best rush response times, and reasons why the minimum requirements in section 4 cannot be met. The Environmental Compliance Office will review the exception sheet, and either accept or reject the exceptions. The responder will be notified in writing if such exceptions are acceptable or unacceptable.

Award of this contract will be dependent upon a successful site audit conducted by the City's Environmental Compliance Office personnel. Refusal to grant such audit will be cause for immediate disqualification, and the contract will be awarded to the next most responsive bidder.

Technical and bidder inquiries may be directed to Samol Hefley, Senior Buyer, at shefley@cityoftacoma.org.

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Name of Bidder: _____

TACOMA PUBLIC UTILITIES ANALYTICAL SERVICES PROPOSAL

LINE ITEM COST TABLE

TYPE OF ANALYSIS	TAT	# OF UNITS	PER UNIT COST	TIME STATEMENT	TOTAL COST
1. PCB in OIL	Rush	250 ea.	\$ _____	_____	\$ _____
2. PCB in OIL	Normal	150 ea.	\$ _____	_____	\$ _____
3. PCB in SOIL	Rush	200 ea.	\$ _____	_____	\$ _____
4. PCB in SOIL	Normal	180 ea.	\$ _____	_____	\$ _____
5. NWT PH-D-ext.	Rush	300 ea.	\$ _____	_____	\$ _____
6. NWT PH D-ext.	Normal	125 ea.	\$ _____	_____	\$ _____
7. Total Metals Extraction	Rush	250 ea.	\$ _____	_____	\$ _____
8. Total Metals Extraction	Normal	200 ea.	\$ _____	_____	\$ _____
9. METALS-RCRA 8 Plus Cu, Ni, Zn Total	Rush	200 ea.	\$ _____	_____	\$ _____
10. METALS-RCRA 8 Plus Cu, Ni, Zn Total	Normal	150 ea.	\$ _____	_____	\$ _____
11. TCLP Metals (RCRA 8)	Rush	125 ea.	\$ _____	_____	\$ _____
12. TCLP Metals (RCRA 8)	Normal	100 ea.	\$ _____	_____	\$ _____
13. TCLP Extraction	Rush	125 ea.	\$ _____	_____	\$ _____
14. TCLP Extraction	Normal	100 ea.	\$ _____	_____	\$ _____
15. Total Metals ICP MS	Rush	140 ea	\$ _____	_____	\$ _____
16. Total Metals ICP MS	Normal	140 ea	\$ _____	_____	\$ _____
17. TPH in Water (1664 HEM)	Rush	50 ea	\$ _____	_____	\$ _____
18. TPH in Water (1664 HEM)	Normal	50 ea	\$ _____	_____	\$ _____
19. Turbidity in Water	Rush	30 ea.	\$ _____	_____	\$ _____
20. Turbidity in Water	Normal	30 ea.	\$ _____	_____	\$ _____
21. pH in Water	Rush	30 ea.	\$ _____	_____	\$ _____
22. pH in Water	Normal	30 ea.	\$ _____	_____	\$ _____
23. Fish Bioassay	Rush	15 ea.	\$ _____	_____	\$ _____
24. Fish Bioassay	Normal	15 ea.	\$ _____	_____	\$ _____
25. PCB in Wipes	Rush	20 ea.	\$ _____	_____	\$ _____
26. PCB in Wipes	Normal	20 ea.	\$ _____	_____	\$ _____
27. PCB in Water	Rush	10 ea.	\$ _____	_____	\$ _____

Name of Bidder: _____

TYPE OF ANALYSIS	TAT	# OF UNITS	PER UNIT COST	TIME STATEMENT	TOTAL COST
28. PCB in Water	Normal	10 ea.	\$ _____	_____	\$ _____
29. NWTPH-HCID	Rush	20 ea.	\$ _____	_____	\$ _____
30. NWTPH-HCID	Normal	20 ea.	\$ _____	_____	\$ _____
31. NWTPH-G	Rush	50 ea.	\$ _____	_____	\$ _____
32. NWTPH-G	Normal	50 ea.	\$ _____	_____	\$ _____
33. BTEX (8260 or equiv.)	Rush	50 ea.	\$ _____	_____	\$ _____
34. BTEX (8260 or equiv.)	Normal	50 ea.	\$ _____	_____	\$ _____
35. TOX	Rush	50 ea.	\$ _____	_____	\$ _____
36. TOX	Normal	20 ea.	\$ _____	_____	\$ _____
37. Storm Water Hg Low level Hg (1631)	Rush	15 ea.	\$ _____	_____	\$ _____
38. Storm Water Hg Low level HG (1631)	Normal	15 ea.	\$ _____	_____	\$ _____
39. Hg (cold vapor extract or equiv.)	Rush	15 ea.	\$ _____	_____	\$ _____
40. Hg (cold vapor extract or equiv.)	Normal	15 ea.	\$ _____	_____	\$ _____
41. F-Listed Solvents (8260 or equiv.)	Rush	75 ea.	\$ _____	_____	\$ _____
42. F-Listed Solvents (8260 or equiv.)	Normal	75 ea.	\$ _____	_____	\$ _____
43. PAH/PNA (8270 or equiv.)	Rush	50 ea.	\$ _____	_____	\$ _____
44. PAH/PNA (8270 or equiv.)	Normal	50 ea.	\$ _____	_____	\$ _____
45. TCLP Organics (Full Scan)	Rush	20 ea.	\$ _____	_____	\$ _____
46. TCLP Organics (Full Scan)	Normal	20 ea.	\$ _____	_____	\$ _____
47. Semi Volatiles (8270 or equiv.)	Rush	25 ea.	\$ _____	_____	\$ _____
48. Semi Volatiles (8270 or equiv.)	Normal	25 ea.	\$ _____	_____	\$ _____
49. Volatile Organics (8260 or equiv.)	Rush	50 ea.	\$ _____	_____	\$ _____
50. Volatile Organics (8260 or equiv.)	Normal	50 ea.	\$ _____	_____	\$ _____
51. Flash Point	Rush	30 ea.	\$ _____	_____	\$ _____
52. Flash Point	Normal	30 ea.	\$ _____	_____	\$ _____
53. pH (for hazardous waste) (9040/9045)	Rush	30 ea.	\$ _____	_____	\$ _____
54. pH (for hazardous waste) (9040/9045)	Normal	30 ea.	\$ _____	_____	\$ _____
55. Hexavalent Cr. (SW846719A or equiv.)	Rush	15 ea.	\$ _____	_____	\$ _____

Name of Bidder: _____

TYPE OF ANALYSIS	TAT	# OF UNITS	PER UNIT COST	TIME STATEMENT	TOTAL COST
56. Hexavalent Cr. (SW846719A or equiv.)	Normal	15 ea.	\$ _____	_____	\$ _____
57. Total Cr.	Rush	15 ea.	\$ _____	_____	\$ _____
58. Total Cr.	Normal	15 ea.	\$ _____	_____	\$ _____
TOTAL BID AMOUNT (Items 1 – 56)			\$ _____	_____	\$ _____

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Name of Bidder: _____

ELEMENT FORMAT SAMPLE ANALYSIS EXAMPLE

LAB – ELECTRONIC DISK DELIVERABLE REPORT														
Client ID	Client Project	Lab Project #	Lab Sample #	Matrix	Date Sampled	Date Received	Prep Date	Date Analyzed	Method	CAS#	Compound	Result	Qualifiers	Units
Sample 1	TPU	Project 1	1	Soil	1/1/9999	1/2/9999	1/2/9999	1/3/9999	EPA 1311/6010D	7440-38-2	TCLP Arsenic	0.025	U	mg/L
Sample 1	TPU	Project 1	1	Soil	1/1/9999	1/2/9999	1/2/9999	1/3/9999	EPA 1311/6010D	7439-92-1	TCLP Lead	0.291		mg/L
Sample 1	TPU	Project 1	1	Soil	1/1/9999	1/2/9999	1/2/9999	1/3/9999	SW846 1311		TCLP-extraction	d		
Sample 1	TPU	Project 1	1	Soil	1/1/9999	1/2/9999	1/2/9999	1/3/9999	SW846 3050B	Digestion				
Sample 1	TPU	Project 1	1	Soil	1/1/9999	1/2/9999	1/2/9999	1/3/9999	SW846 6010D	7440-38-2	Total Arsenic	4.2		mg/Kg
Sample 1	TPU	Project 1	1	Soil	1/1/9999	1/2/9999	1/2/9999	1/3/9999	SW846 6010D	7439-92-1	Total Lead	60		mg/Kg
Sample 2	TPU	Project 1	2	Soil	1/1/9999	1/2/9999	1/2/9999	1/3/9999	EPA 1311/6010D	7440-38-2	TCLP Arsenic	0.025	U	mg/L
Sample 2	TPU	Project 1	2	Soil	1/1/9999	1/2/9999	1/2/9999	1/3/9999	EPA 1311/6010D	7439-92-1	TCLP Lead	0.321		mg/L
Sample 2	TPU	Project 1	2	Soil	1/1/9999	1/2/9999	1/2/9999	1/3/9999	SW846 1311		TCLP-extraction	d		
Sample 2	TPU	Project 1	2	Soil	1/1/9999	1/2/9999	1/2/9999	1/3/9999	SW846 3050B	Digestion				
Sample 2	TPU	Project 1	2	Soil	1/1/9999	1/2/9999	1/2/9999	1/3/9999	SW846 6010D	7440-38-2	Total Arsenic	6.4		mg/Kg
Sample 2	TPU	Project 1	2	Soil	1/1/9999	1/2/9999	1/2/9999	1/3/9999	SW846 6010D	7439-92-1	Total Lead	58		mg/Kg
Data Qualifier Flags														
B = Found in the blank, as well as in the sample.														
E = Estimated value, exceeds the upper end of the calibration range.														
J = Estimated value, below the MRL and above non-detect.														
U = Compound analyzed, not detected.														

EMERGENCY LAB SERVICES FEE SCHEDULE

COST ASSOCIATED WITH TIME REQUIRED TO PERFORM EMERGENCY RUSH ANALYSIS OUTSIDE OF NORMAL WORKING HOURS.

THESE WILL ONLY BE FOR BID EVALUATION AND WILL NOT BE INCLUDED IN THE TOTAL BID AMOUNT.

Time Frame	Cost Per Hour
Weekends: _____	
Holidays: _____	
After Hour Week Days: _____	

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MANDATORY RESPONSE TIME

Certain response times will be mandatory on this contract. Section 4 under the Technical Provisions of these specifications dictate the required maximum response time for testing that is critical to Utility operations.

Response time is calculated from the time the lab receives the sample to the time Tacoma Public Utilities receives the lab report (by telephone, email or fax). The Utility requires the following **rush** response TAT for analysis of:

Analysis	Rush TAT
PCB in Oil	four (4) hours
PCB in Soil	twenty four (24) hours
PCB in Wipe	twenty four (24) hours
PCB in Water	twenty four (24) hours
Total Metals (RCRA 8 + Cu, Ni, Zn)	twenty-four to thirty-six (24-36) hours
TCLP (RCRA 8)	twenty-four to thirty-six (24-36) hours
pH	twenty four (24) hours
Flash point	twenty four (24) hours
NWTPH-Dx in Soil	twenty-four to thirty-six (24-36) hours
NWTPH-G in Soil	twenty-four to thirty-six (24-36) hours

Bidders will indicate rush and normal TATs for analyses indicated on the Bid Sheet.

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LETTERS AND CALLS

Address all letters to the:

Department of Public Utilities
P.O. Box 11007
Tacoma, Washington 98411

For letters and calls regarding any element or provision of this request for proposal, direct attention to:

Samol Hefley
Senior Buyer
shefley@cityoftacoma.org

For letters and calls regarding the EIC Program, direct attention to CED, Equity In Contracting (TMB 808), Tacoma Municipal Building, 747 Market Street, Tacoma, Washington 98402 for letters, and 253-573-2435 for calls.

For letters and calls regarding the LEAP Program, direct attention to the LEAP Coordinator at 253-594-7933 for calls, and for letters to:

LEAP/ Community & Economic Development
Tacoma Municipal Building
747 Market Street
Tacoma, Washington 98402

All letters shall indicate the title and specification number (prior to award) or title and contract number (following award).

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SIGNATURE PAGE

**CITY OF TACOMA
Tacoma Power / Natural Resource**

All submittals must be in ink or typewritten, executed by a duly authorized officer or representative of the bidding/proposing entity, and received and time stamped as directed in the **Request for Bids page near the beginning of the specification**. 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.

REQUEST FOR BIDS SPECIFICATION NO.PG20-0236F

Laboratory Testing and Analytical Services

The undersigned bidder/proposer hereby agrees to execute the proposed contract and furnish all materials, labor, tools, equipment and all other facilities and services in accordance with these specifications.

The bidder/proposer agrees, by submitting a bid/proposal under these specifications, that in the event any litigation should arise concerning the submission of bids/proposals or the award of contract under this specification, Request for Bids, Request for Proposals or Request for Qualifications, the venue of such action or litigation shall be in the Superior Court of the State of Washington, in and for the County of Pierce.

Non-Collusion Declaration

The undersigned bidder/proposer hereby certifies under penalty of perjury that this bid/proposal is genuine and not a sham or collusive bid/proposal, or made in the interests or on behalf of any person or entity not herein named; and that said bidder/proposer has not directly or indirectly induced or solicited any contractor or supplier on the above work to put in a sham bid/proposal or any person or entity to refrain from submitting a bid/proposal; and that said bidder/proposer has not, in any manner, sought by collusion to secure to itself an advantage over any other contractor(s) or person(s).

Bidder/Proposer's Registered Name

Signature of Person Authorized to Enter Date
into Contracts for Bidder/Proposer

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

E-Mail Address

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

E.I.No. / Federal Social Security Number Used on Quarterly
Federal Tax Return, U.S. Treasury Dept. Form 941

State Contractor's License Number
(See Ch. 18.27, R.C.W.)

Addendum acknowledgement #1 _____ #2 _____ #3 _____ #4 _____ #5 _____

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

CHAPTER 1.07 EQUITY IN CONTRACTING

Sections:

- 1.07.010 Policy and purpose.
- 1.07.020 Definitions.
- 1.07.030 Discrimination prohibited.
- 1.07.040 Program administration.
- 1.07.050 Certification.
- 1.07.060 Program requirements.
- 1.07.070 Evaluation of submittals.
- 1.07.080 Contract compliance.
- 1.07.090 Program monitoring.
- 1.07.100 Enforcement.
- 1.07.110 Remedies.
- 1.07.120 Unlawful acts.
- 1.07.130 Severability.
- 1.07.140 Review of program.

1.07.010 Policy and purpose.

It is the policy of the City of Tacoma that citizens be afforded an opportunity for full participation in our free enterprise system and that historically underutilized business enterprises shall have an equitable opportunity to participate in the performance of City contracts. The City finds that in its contracting for supplies, services and public works, there has been historical underutilization of small and minority-owned businesses located in certain geographically and economically disfavored locations and that this underutilization has had a deleterious impact on the economic well-being of the City. The purpose of this chapter is to remedy the effects of such underutilization through use of narrowly tailored contracting requirements to increase opportunities for historically underutilized businesses to participate in City contracts. It is the goal of this chapter to facilitate a substantial procurement, education, and mentorship program designed to promote equitable participation by historically underutilized businesses in the provision of supplies, services, and public works to the City. It is not the purpose of this chapter to provide any person or entity with any right, privilege, or claim, not shared by the public, generally, and this chapter shall not be construed to do so. This chapter is adopted in accordance with Chapter 35.22 RCW and RCW 49.60.400.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.020 Definitions.

Terms used in this chapter shall have the following meanings unless defined elsewhere in the Tacoma Municipal Code (“TMC”), or unless the context in which they are used clearly indicates a different meaning.

- A. “Bid” means an offer submitted by a Respondent to furnish Supplies, Services, and/or Public Works in conformity with the Specifications and any other written terms and conditions included in a City request for such offer.
- B. “Bidder” means an entity or individual who submits a Bid, Proposal or Quote. See also “Respondent.”
- C. “City” means all Departments, Divisions and agencies of the City of Tacoma.
- D. “Contract” means any type of legally binding agreement regardless of form or title that governs the terms and conditions for procurement of Public Works and Improvements and/or Non-Public Works and Improvements Supplies and Services. Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City. A “Contract” as used in this chapter shall include an agreement between the City and a non-profit entity to perform construction-related services for Public Works. A “Contract” does not include: (1) awards made by the City with federal/state grant or City general funds monies to a non-profit entity where the City offers assistance, guidance, or supervision on a project or program, and the recipient of the grant awards uses the grant moneys to provide services to the community; (2) sales transactions where the City sells its personal or real property; (3) a loan transaction where the City is acting as a debtor or a creditor; (4) lease, franchise; (5) agreements to use City real property (such as Licenses, Permits and Easements) and, (6) banking and other financial or investment services.
- E. “Contractor” means any Person that presents a Submittal to the City, enters into a Contract with the City, and/or performs all or any part of a Contract awarded by the City, for the provision of Public Works, or Non-Public Works and Improvements, Supplies or Services.

F. “Goals” means the annual level of participation by MWBEs and SBEs in City Contracts as established in this chapter, the Program Regulations, or as necessary to comply with applicable federal and state nondiscrimination laws and regulations. Goals for individual Contracts may be adjusted as provided for in this chapter and shall not be construed as a minimum for any particular Contract or for any particular geographical area.

G. “MWBE Certified business” (or “MWBEs”) means a business that meets the criteria set forth in Section 1.07.050 of this chapter and has been certified as meeting that criteria by the Community and Economic Development Department Program Manager.

H. “SBE Certified Business” (or “SBEs”) means a business that meets the criteria set forth in Section 1.07.050 of this chapter and has been certified as meeting that criteria by the Community and Economic Development Department-SBE Program Manager.

I. “SBE Program Manager” means the individual appointed, from time to time, by the City’s Community and Economic Development Director to administer the Program Regulations.

J. “Program Regulations” shall mean the written regulations and procedures adopted pursuant to this chapter for procurement of Supplies, Services and Public Works.

K. “Non-Public Works and Improvements” means all competitively solicited procurement of Supplies and/or Services by the City not solicited as Public Works.

L. “Person” means individuals, companies, corporations, partnerships, associations, cooperatives, any other legally recognized business entity, legal representative, trustee, or receivers.

M. “Proposal” means a written offer to furnish Supplies or Services in response to a Request for Proposals. This term may be further defined in the Purchasing Policy Manual and/or in competitive solicitations issued by the City.

N. “Public Works (or “Public Works and Improvements”)” means all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the City, or that is by law a lien or charge on any property therein. This term includes all Supplies, materials, tools, and equipment to be furnished in accordance with the Contract for such work, construction, alteration, repair, or improvement.

O. “Quote” means a competitively solicited written offer to furnish Supplies or Services by a method of procurement that is less formalized than a Bid or a Proposal. This term may be further defined in the Purchasing Policy Manual.

P. “Respondent” means any entity or Person, other than a City employee, that provides a Submittal in response to a request for Bids, Request for Proposals, Request for Qualifications, request for quotes or other request for information, as such terms are defined in Section 1.06.251 TMC. This term includes any such entity or Person whether designated as a supplier, seller, vendor, proposer, Bidder, Contractor, consultant, merchant, or service provider that; (1) assumes a contractual responsibility to the City for provision of Supplies, Services, and/or Public Works; (2) is recognized by its industry as a provider of such Supplies, Services, and/or Public works; (3) has facilities similar to those commonly used by Persons engaged in the same or similar business; and/or (4) distributes, delivers, sells, or services a product or performs a Commercially Useful Function.

Q. “Services” means non-Public Works and Improvements services and includes professional services, personal services, and purchased services, as such terms are defined in Section 1.06.251 TMC and/or the City’s Purchasing Policy Manual.

R. “Submittal” means Bids, Proposals, Quotes, qualifications or other information submitted in response to requests for Bids, Requests for Proposals, Requests for Qualifications, requests for Quotations, or other City requests for information, as such terms are defined in Section 1.06.251 TMC.

S. “Supplies” means materials, Supplies, and other products that are procured by the City through a competitive process for either Public Works procurement or Non-Public Works and Improvements procurement unless an approved waiver has been granted by the appropriate authority.

T. “Tacoma Public Utilities Service Area” means any ZIP code in which Tacoma Public Utilities maintains infrastructure or provides retail services.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28274 Ex. A; passed Dec. 16, 2014; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.030 Discrimination prohibited.

A. No person that is engaged in the construction of public works for the City, engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services to the City, shall discriminate against any other person on the basis 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 disability in employment. Such discrimination includes the unfair treatment or denial of normal privileges to a person as manifested in employment upgrades, demotions, transfers, layoffs, termination, rates of pay, recruitment of employees, or advertisement for employment.

B. The violation of the terms of RCW 49.60 or Chapter 1.29 TMC by any person that is engaged in the construction of public works for the City, is engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services shall result in the rebuttable presumption that the terms of this chapter have also been violated. Such violation may result in termination of any City contract the violator may have with the City and/or the violator's ineligibility for further City Contracts.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.040 Program administration.

A. The Community and Economic Development Director, or their designated Program Manager, shall be responsible for administering this chapter and obtaining compliance with respect to contracts entered into by the City and/or its contractors. It shall be the duty of the Director to pursue the objectives of this chapter by conference, conciliation, persuasion, investigation, or enforcement action, as may be necessary under the circumstances. The Director is authorized to implement an administrative and compliance program to meet these responsibilities and objectives.

B. The Director is hereby authorized to adopt and to amend administrative rules and regulations known as the Program Regulations, to properly implement and administer the provisions of this chapter. The Program Regulations shall be in conformance with City of Tacoma policies and state and federal laws and be designed to encourage achievement of the MWBE and SBE goals set forth herein. The Program Regulations shall become effective following public notice and an opportunity to comment by the public.

C. The Program Regulations adopted pursuant to this section are for the administrative and procedural guidance of the officers and employees of the City and are further expressions of the public policy of the City. The Program Regulations, when adopted, shall not confer an independent cause of action or claim for relief cognizable in the courts of the state of Washington or the United States of America to any third parties, and such provisions shall not be used as the basis for a lawsuit in any court of competent jurisdiction challenging the award of any contract by the City.

(Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.050 Certification.

A. The Program Manager shall approve a business as a Certified Business if all of the following criteria are satisfied:

1. The business is certified as a SBE, MBE, WBE, or MWBE through the state of Washington's Office of Minority & Women Business Enterprises; and
2. The company can demonstrate that it also meets at least one of the following additional requirements:
 - a. The personal residence of the owner is located within the City of Tacoma or Tacoma Public Utilities Service Area, or
 - b. The company's business offices are located in any county of the Tacoma Public Utilities Service Area or any county adjacent to Pierce County, or
 - c. When the work is performed outside of Pierce County, the company's business offices may be located in an adjacent county in which the work is performed, or
 - d. Such additional information as the Program Manager or designee may require.

When another governmental entity has an equivalent business classification process, the City may enter into an interlocal cooperative agreement for mutual recognition of certifications.

B. Appeals. The applicant may appeal any certification determination by the Program Manager under this chapter to the Director. The appeal must be made in writing and must set forth the specific reasons for the appeal. The Director shall make a decision on the appeal request within a reasonable time, which decision shall be final unless further appeal is made to the Hearing Examiner. In that event, the Hearing Examiner Rules of Procedure for Hearings, Chapter 1.23 TMC, shall be applicable to that appeal proceeding.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28274 Ex. A; passed Dec. 16, 2014; Ord. 28147 Ex. A; passed May 7, 2013; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.060 Program requirements.

A. The program shall meet the following requirements:

1. Establishment of Annual Goals. The Program Regulations adopted pursuant to this chapter shall state reasonably achievable cumulative annual goals for utilization of MWBEs and SBEs in the provision of supplies, services, and public works procured by the City. Cumulative annual goals for the participation of MWBEs and SBEs in City contracts shall be based on the number of qualified MWBEs and SBEs operating within the Tacoma Public Utilities Service Area. The dollar value of all contracts awarded by the City to MWBEs and SBEs in the procurement of supplies, services, and public works shall be counted toward the accomplishment of the applicable goal.

2. Application of Annual Goals to Contracts. The Program Manager shall consult with City departments/divisions to establish department/division specific goals for competitively solicited contracts in accordance with this chapter and the Program Regulations.

B. Waivers. City departments/divisions or the Program Manager may request to waive one or more of the requirements of this chapter as they apply to a particular contract or contracts. Waivers may be granted in any one or more of the following circumstances:

1. Emergency: The supplies, services and/or public works must be provided with such immediacy that neither the City nor the contractor can comply with the requirements herein. Such emergency and waiver must be documented by the department/division awarding the contract.

2. Not Practicable: Compliance with the requirements of this chapter would impose an unwarranted economic burden or risk to the City after consideration of existing budgetary approvals.

3. Sole source: The supplies, services, and/or public works are available from only one source, and subcontracting possibilities do not reasonably exist as determined by the finance purchasing manager.

4. Government purchasing. The City is a party to or included in a federal, state or inter-local government purchasing agreement as approved by the finance purchasing manager.

5. Lack of certified contractors: An insufficient number of qualified contractors exist to create utilization opportunities.

6. Best interests of the City: Waiver of goals is in the best interests of the City due to unforeseen circumstances, provided that said circumstances are set forth in writing by the requestor.

C. Review of Waivers. A waiver determination by the finance purchasing manager may be reviewed by the Board of Contracts and Awards (C&A Board). The C&A Board may also review a request to reduce or waive the utilization requirements based on Not Practicable or Best Interests of the City circumstances. The C&A Board shall determine whether compliance with such requirements would impose unwarranted economic burden on, or risk to, the City of Tacoma as compared with the degree to which the purposes and policies of this chapter would be furthered by requiring compliance. If the determination of the C&A Board does not resolve the matter, a final determination shall be made by the City Council or Public Utility Board, as the case may be.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.070 Evaluation of submittals.

A. All submittals for a supplies, services, or public works and improvements contracts shall be evaluated for attainment of the MWBE and SBE requirements established for that contract in accordance with this chapter and the Program Regulations.

B. The determination of MWBE and SBE usage and the calculation of MWBE or SBE requirements per this section shall include the following considerations:

1. General. The dollar value of the contract awarded by the City to a MWBE or SBE in the procurement of supplies, services, or public works shall be counted toward achievement of the respective goal.

2. Supplies. A public works and improvements contractor may receive credit toward attainment of the MWBE and/or SBE requirement(s) for expenditures for supplies obtained from an MWBE or SBE; provided such MWBE or SBE assumes the actual and contractual responsibility for delivering the supplies with its resources. The contractor may also receive credit toward attainment of the MWBE or SBE goal for the amount of the commission paid to a MWBE or SBE resulting from a supplies contract with the City; provided the MWBE or SBE performs a commercially useful function in the process.

3. Services and Public Works subcontracts. Any bid by a certified MWBE and/or SBE or a bidder that utilizes a certified MWBE and/or SBE shall receive credit toward requirement attainment based on the percentage of MWBE and/or SBE usage demonstrated in the bid. A contractor that utilizes an MWBE and/or SBE subcontractor to provide services or public works

shall receive a credit toward the contractor's attainment of the respective requirement based on the value of the subcontract with that firm.

4. Brokers, Fronts, or Similar Pass-Through Arrangements. MWBEs and/or SBEs acting as brokers, fronts, or similar pass-through arrangements (as such terms are defined in the Program Regulations) shall not count toward the requirement attainment unless the activity reflects normal industry practices and the broker performs a commercially useful function.

C. Evaluation of competitively solicited submittals for public works and improvements and for services when a requirement has been established for the contract to be awarded shall be as follows:

1. When contract award is based on price. The lowest priced bid submitted by a responsive and responsible bidder will be reviewed to determine if it meets the requirement. An MWBE and/or SBE firm may self-count utilization on such bids if they will perform the work for the scope the requirement is based upon.

a. If the low bidder meets the requirements, the bid shall be presumed the lowest and best responsible bid for contract award.

b. any bidder that does not meet the MWBE and/or SBE requirements shall be considered a non-responsible bidder unless the bidder receives a waiver from the Program Manager or C&A Board.

2. When contract award is based on qualifications or other performance criteria in addition to price. Solicitations shall utilize a scoring system that promotes participation by certified contractors. The Program Regulations may establish further requirements and procedures for final selection and contract award, including:

a. Evaluation of solicitations for Architectural and Engineering (A&E) services;

b. Evaluation and selection of submittals in response to requests for proposals; and

c. Selection of contractors from pre-qualified roster(s).

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.080 Contract compliance.

A. The contractor awarded a contract based on MWBE or SBE participation shall, during the term of the contract, comply with the requirements established in said contract. To ensure compliance with this requirement following contract award, the following provisions apply:

1. Any substitutions for or failure to utilize MWBE or SBEs projected to be used must be approved in advance by the Program Manager. Substitution of one MWBE or SBE with another shall be allowed where there has been a refusal to execute necessary agreements by the original MWBE or SBE, a default on agreements previously made or other reasonable excuse; provided that the substitution does not increase the dollar amount of the bid.

2. Where it is shown that no other MWBE or SBE is available as a substitute and that failure to secure participation by the MWBE or SBE identified in the solicitation is not the fault of the respondent, substitution with a non-MWBE or non-SBE shall be allowed; provided, that, the substitution does not increase the dollar amount of the bid.

3. If the Program Manager determines that the contractor has not reasonably and actively pursued the use of replacement MWBEs or SBEs, such contractor shall be deemed to be in non-compliance.

B. Record Keeping. All contracts shall require contractors to maintain relevant records and information necessary to document compliance with this chapter and the contractor's utilization of MWBEs or SBEs, and shall include the right of the City to inspect such records.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.090 Program monitoring.

A. An Advisory Committee shall monitor compliance with all provisions of this chapter and the related Regulations. The Program Manager shall establish procedures to collect data and monitor the effect of the provisions of this chapter to assure, insofar as is practical, that the remedies set forth herein do not disproportionately favor one or more racial, gender, ethnic, or other protected groups, and that the remedies do not remain in effect beyond the point that they are required to eliminate the effects of under utilization in City contracting, unless such provisions are supported by a Disparity Study. The Program Manager shall have the authority to obtain from City departments/divisions, respondents, and contractors such relevant records, documents, and other information as is reasonably necessary to determine compliance.

B. The Program Manager shall submit an annual report to the Community and Economic Development Director, Director of Utilities, and the City Manager detailing performance of the program. The report shall document MWBE and SBE utilization

levels, waivers, proposed modifications to the program, and such other matters as may be specified in the Program Regulations.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.100 Enforcement.

The Director, or designee, may investigate the employment practices of contractors to determine whether or not the requirements of this chapter have been violated. Such investigation shall be conducted in accordance with the procedures established in the Program Regulations.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.110 Remedies.

A. Upon receipt of a determination of contractor violation by the Program Manager, the City Manager or Director of Utilities, as appropriate, may take the following actions, singly or together, as appropriate:

1. Forfeit the contractor's bid bond and/or performance bond;
2. Publish notice of the contractor's noncompliance;
3. Cancel, terminate, or suspend the contractor's contract, or portion thereof;
4. Withhold funds due contractor until compliance is achieved; and/or
5. Recommend appropriate action including, but not limited to, disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC;

B. Prior to exercise of any of the foregoing remedies, the City shall provide written notice to the contractor specifying the violation and the City's intent to exercise such remedy or remedies. The notice shall provide that each specified remedy becomes effective within ten business days of receipt unless the contractor appeals said action to the Hearing Examiner pursuant to Chapter 1.23 TMC.

C. When non-compliance with this chapter or the Program Regulations has occurred, the Program Manager and the department/division responsible for enforcement of the contract may allow continuation of the contract upon the contractor's development of a plan for compliance acceptable to the Director.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.120 Unlawful acts.

It shall be unlawful for any Person to willfully prevent or attempt to prevent, by intimidation, threats, coercion, or otherwise, any Person from complying with the provisions of this chapter.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.130 Severability.

If any section of this chapter or its application to any Person or circumstance is held invalid by a court of competent jurisdiction, then the remaining sections of this chapter, or the application of the provisions to other Persons or circumstances, shall not be affected.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.140 Review of program.

This chapter shall be in effect through and until December 31, 2024, unless the City Council shall determine at an earlier date that the requirements of this chapter are no longer necessary. If this chapter has not been repealed by July 1, 2024, the City Council shall determine by the end of that year whether substantial effects or lack of opportunity of MWBEs and/or SBEs remain true in the relevant market and whether, and for how long, some or all of the requirements of this chapter should remain in effect.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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.



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

- 1.17. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.18. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.19. Failure by City of Tacoma to identify a deficiency in the insurance documentation provided by Contractor or failure of City of Tacoma to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.20. If Contractor is a State of Washington or local government and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

2. CONTRACTOR

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

3. SUBCONTRACTORS

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

4. REQUIRED INSURANCE AND LIMITS

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

4.1 Commercial General Liability Insurance

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

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

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

4.2 Commercial (Business) Automobile Liability Insurance

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



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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.

4.3 Workers' Compensation

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

4.4 Employers' Liability Insurance

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

4.5 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.

4.6 Other Insurance

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

SERVICES CONTRACT

Click here for the [Contract Questionnaire Popup Quick Reference](#)

Start Questionnaire

Finalize Document

THIS CONTRACT, made and entered into effective as of the ____ day of _____, 20__ (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 hereto 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 XXXXX [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, are subject to Section 9, and cannot augment any other work that the CONTRACTOR is doing for the CITY on another Contract. Actual compensation will depend upon the actual purchases made by the City during the life of this Contract and will be paid at the rates set in Exhibit A

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 by a written and executed Amendment to this Contract.

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.

7. Delay

Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event CONTRACTOR is unable to proceed due to a delay solely attributable to CITY, CONTRACTOR shall advise CITY of such delay in writing as soon as is practicable.

8. Compensation

The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract [in accordance with OR on the basis of] [INSERT DESCRIPTION OF COMPENSATION ARRANGEMENTS – REFERENCE EXHIBIT, TIME AND MATERIALS, LUMP SUM ETC.]

9. Not to Exceed Amount

The total price to be paid by CITY for CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed \$ [INSERT TOTAL AMOUNT OF CONTRACT] plus applicable taxes without a written and executed Amendment to this Contract. Said price shall be the total compensation for CONTRACTOR'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.

In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess, and the CONTRACTOR shall have no claim against the CITY on account thereof.

10. Payment

CONTRACTOR shall submit XXXXXXXX {monthly, weekly, annual, Contract milestone, etc.} invoices for services completed and/or deliverables furnished during the invoice period. Upon CITY'S request, CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables.

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 the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.

11. Payment Method

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

12. Independent Contractor Status

The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create an employer and employee relationship. The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless stated otherwise in this Contract. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of CONTRACTOR's status as an independent Contractor hereunder, no workers' compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from those costs, including attorney's fees.

13. Services Warranty

The CONTRACTOR warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which CITY intends to use said services and deliverables as expressed in the Scope of Work. In the performance of services under this Contract, the CONTRACTOR and its employees further agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals or service providers rendering the same or similar type of service. All obligations and services of the CONTRACTOR hereunder shall be performed diligently and completely according to such professional standards.

Unless a higher standard or longer periods of warranty coverage for product deliverables provided under this Contract is provided herein, CONTRACTOR agrees to correct any defect or failure of deliverables supplied under this Contract which occurs

within one year from _____ [FILL IN APPROPRIATE TIME FRAME, E.G. GO LIVE, FIRST USE, ETC]. During said warranty period, all of the costs (including shipping, dismantling and reinstallation) of repairs or corrections is the responsibility of the CONTRACTOR. If CONTRACTOR is not the manufacturer of the item of equipment, CONTRACTOR agrees to be responsible for this warranty and shall not be relieved by a lesser manufacturer's guarantee. This Contract warranty period shall be suspended from the time a significant defect is first documented by the CITY until repair or replacement by CONTRACTOR and acceptance by the CITY. In the event less than ninety (90) days remain on the warranty period (after recalculating), the warranty period shall be extended to allow for at least ninety (90) days from the date of repair or replacement and acceptance by the CITY.

14. Reliance on CITY Provided Data or Information

If the CONTRACTOR intends to rely on information or data supplied by the CITY, other CITY contractors or other generally reputable sources without independent verification, such intent shall be brought to the attention of the CITY.

15. Contract Administration

[INSERT NAME TITLE AND DEPARTMENT OF CONTRACT ADMINISTRATOR] for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.

16. Specific Personnel

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

17. Right to Audit

During the Term of this Contract, and for six (6) years thereafter, the CITY shall have the right to inspect and audit during normal business hours all pertinent books and records of the CONTRACTOR and/or any sub-contractor or agent of CONTRACTOR that performed services or furnished deliverables in connection with or related to the Scope of Work hereunder as reasonably needed by CITY to assess performance, compliance and quality assurance under this Contract or in satisfaction of City's public disclosure obligations, as applicable.

CONTRACTOR shall, upon three (3) business days of receipt of written request for such inspection and audit from CITY, provide the CITY with, or permit CITY to make, a copy of any work-related books, accounts, records and documents, in whole or in part, as specified in such request. Said inspection and audit shall occur in Pierce County, Washington or such other reasonable location as the CITY selects. The CITY shall bear the cost of any inspection audit requested hereunder, provided, that if an inspection

audit in accordance with the foregoing provisions discloses overpricing or overcharges (of any nature) by the CONTRACTOR to the CITY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the CITY's audit shall be reimbursed to CITY by CONTRACTOR. Any adjustments or payments that must be made as a result of any audit and inspection hereunder shall be made no later than 90 days from presentation of CITY's findings to CONTRACTOR.

CONTRACTOR shall ensure that the foregoing inspection, audit and copying rights of the CITY are a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform the Scope of Work under this Contract.

18. Records Retention

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters related to the performance of this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of _____ [INSERT THE TIME THE RECORDS SHOULD BE KEPT. MOST COMMON IS 6 YEARS] years after receipt of the final payment under this Contract or termination of this Contract.

If CONTRACTOR retains any City records or data hosted in a Cloud Service. CITY shall have the ability to access its records hosted in a Cloud Service at any time during the Term of this Contract. CITY may export and retrieve its records during the Term of the Contract and, no later than 30 days from the termination of this Contract, CONTRACTOR shall export CITY records to City's custody and control.

19. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

CITY:	CONTRACTOR:
Name:	Name:
Title:	Title:
Address:	Address:
Telephone No.:	Telephone No.:
E-mail:	E-mail:

20. Termination

Except as otherwise provided herein, the CITY may terminate this Contract at any time, with or without cause, by giving ten (10) business days written notice to CONTRACTOR.

In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. In the event CITY terminates this Contract due to the CITY's own reasons and without cause due to the CONTRACTOR's actions or omissions, the CITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein. Termination of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.

21. Suspension

The CITY may suspend this Contract, at its sole discretion, upon seven (7) business days' written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR'S reasonable expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Contract without delay when the suspension period ends. Suspension of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.

22. Taxes

Unless stated otherwise in Exhibit A, CONTRACTOR is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the CITY is assessed, made liable, or responsible in any manner for such charges or taxes, the CONTRACTOR holds CITY harmless from such costs, including attorney's fees.

If CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including by Tacoma City ordinance, and including by a court of law, CITY will deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. Any such payments shall be deducted from the CONTRACTOR's total compensation.

23. Licenses and Permits

The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONTRACTOR shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30. If applicable, CONTRACTOR must have a Washington state business license.

24. Indemnification

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject

matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the sole negligence of the CITY, or its officers, agents, or employees. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Contract.

It is expressly agreed that with respect to design professional services performed by CONTRACTOR herein, CONTRACTOR's duty of indemnification, including the duty and cost to defend, against liability for damages arising out of such services or out of bodily injury to persons or damage to property shall, as provided in RCW 4.24.115 apply only to the extent of CONTRACTOR's negligence.

CONTRACTOR hereby warrants and represents CONTRACTOR is owner of any products, solutions or deliverables provided and licensed under this Contract or otherwise has the right to grant to CITY the licensed rights under this Contract, without violating the rights of any third party worldwide. CONTRACTOR shall, at its expense, defend, indemnify and hold harmless CITY and its employees, officers, directors, contractors, agents and volunteers from any claim or action against CITY which is based on a claim against CITY for infringement of a patent, copyright, trademark, or other propriety right or appropriation of a trade secret.

25. Title 51 Waiver

CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.

26. Insurance

During the course and performance of the services herein specified, CONTRACTOR will 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 and deliverables provided under this Contract. The City of Tacoma Insurance Requirements documents are fully incorporated herein by reference.

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.

27. Nondiscrimination

The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the

presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a disabled person. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.

28. Conflict of Interest

No officer, employee, or agent of the CITY, nor any member of the immediate family of any such officer, employee, or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and City conflict of interest laws, statutes, and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S services and obligations hereunder. The CONTRACTOR further covenants that, in performance of this Contract, no person having any such interest shall be employed. The CONTRACTOR also agrees that its violation of the CITY'S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.

29. City ownership of Work/Rights in Data and Publications

To the extent CONTRACTOR creates any Work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, CONTRACTOR agrees to the following: The Work has been specially ordered and commissioned by CITY. CONTRACTOR agrees that the Work is a "work made for hire" for copyright purposes, with all copyrights in the Work owned by CITY. To the extent that the Work does not qualify as a work made for hire under applicable law, and to the extent that the Work includes material subject to copyright, CONTRACTOR hereby assigns to CITY, its successors and assigns, all right, title and interest in and to the Work, including but not limited to, all patent, trade secret, and other proprietary rights and all rights, title and interest in and to any inventions and designs embodied in the Work or developed during the course of CONTRACTOR'S creation of the Work. CONTRACTOR shall execute and deliver such instruments and take such other action as may be required and requested by CITY to carry out the assignment made pursuant to this section. Any documents, magnetically or optically encoded media, or other materials created by CONTRACTOR pursuant to this Contract shall be owned by CITY and subject to the terms of this subsection. To the maximum extent permitted by law, CONTRACTOR waives all moral rights in the Work. The rights granted hereby to CITY shall survive the expiration or termination of this Contract. CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

30. Public Disclosure

This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for

such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and CONTRACTOR has complied with the requirements herein to mark all content considered to be confidential or proprietary, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release. Should legal action thereafter be initiated by CONTRACTOR to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by CONTRACTOR, 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 CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.

31. Confidential or Proprietary Records Must be Marked

If CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If CONTRACTOR fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the notice requirements above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

32. Duty of Confidentiality

CONTRACTOR acknowledges that unauthorized disclosure of information or documentation concerning the Scope of Work hereunder may cause substantial economic loss or harm to the CITY.

Except for disclosure of information and documents to CONTRACTOR's employees, agents, or subcontractors who have a substantial need to know such information in connection with CONTRACTOR's performance of obligations under this Contract, the CONTRACTOR shall not without prior written authorization by the CITY allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.

CONTRACTOR shall inform its employees, agents, and subcontractors of the confidentiality obligations under this Contract and instruct them so as to ensure such obligations are met. If so requested by the CITY, the CONTRACTOR further agrees to require all such individuals and entities performing services pursuant to this Contract to execute a Confidentiality and Non-Disclosure Agreement in a form acceptable to CITY.

This Section shall survive for six (6) years after the termination or expiration of this Contract.

CITY is required to provide notice of the Red Flags Rules published by the Federal Trade Commission in Title 16 Code of Federal Regulations, Part 681 ("Rules") to all entities that receive confidential or otherwise protected personal information of CITY's customers. Terms in quotations in this Section refer to defined terms contained in the "Rules." CONTRACTOR is, as to "Covered Accounts" of CITY for which CONTRACTOR

performs activities under the Contract, a "Service Provider." "Service Provider" will perform in accordance with its reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft and will promptly report to CITY any specific "Red Flag" incidents detected as to "Covered Accounts" of CITY and upon request by CITY will respond to or reasonably assist CITY in responding reported "Red Flags." This Section shall survive for six (6) years after the termination or expiration of this Contract.

33. Approval for Release of Information Related to Contract

If requested by CITY, CONTRACTOR shall not release any information or documentation concerning the work under this Contract or any part thereof for marketing, advertising, or other commercial activities or publication including, but not limited to, news releases or professional articles without CITY's prior written approval. CONTRACTOR may submit at any time for review and approval a generic abstract describing the component parts of the completed Scope of Services ("Project Abstract"). After receiving written approval of the Project Abstract from the CITY, the CONTRACTOR may make minor insignificant changes to the Project Abstract and use all or parts of the Project Abstract in proposals.

This Section shall survive for six (6) years after the termination or expiration of this Contract.

34. Dispute Resolution

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the CITY'S right to terminate authorized by this Contract.

35. Miscellaneous Provisions

Governing Law and Venue

Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration, or litigation arising out of this Contract.

Assignment

The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.

No Third Party Beneficiaries

This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

Waiver

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

Severability and Survival

If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.

Entire Agreement

This Contract and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.

Modification

No modification or amendment of this Agreement shall be effective unless set forth in a written and executed Amendment to this Contract.

Direct Solicitation and Negotiation

For service contracts valued \$25,000 or less the City signature authorizes waiver of competitive solicitation by "Direct Solicitation and Negotiation" of professional and personal services in accordance with Tacoma Municipal Code 1.06.256 and the Purchasing Policy Manual.

IN WITNESS WHEREOF, the Parties hereto have accepted and executed this Contract, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable. The undersigned Contractor representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Contract for and on behalf of Contractor.

CITY OF TACOMA:
By: _____

CONTRACTOR:
By: _____

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

Director of Finance: _____

City Attorney (approved as to form): _____

Approved By: _____