



City of Tacoma, WA

TACOMA POWER
PSS ENVIRONMENTAL COMPLIANCE
REQUEST FOR BIDS
LABORATORY TESTING AND ANALYTICAL SERVICES
SPECIFICATION NO. PS22-0067F



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**City of Tacoma
Tacoma Power/PSS**

**REQUEST FOR BIDS PS22-0067F
Laboratory Testing and Analytical Service**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, August 30, 2022

Submittals must be received by the City's Procurement and Payables Division prior to 11:00 a.m. Pacific Time. For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email, bids@cityoftacoma.org, as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals.

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.

Bid Opening: Held virtually each Tuesday at 11AM. Attend [via this link](#) or call 1 (253) 215 8782.

Submittals in response to a RFB will be recorded as received. As soon as possible, after 1:00 PM, 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 materials identification.

Estimate: \$196,000 - \$490,000

Paid Sick Leave: The City of Tacoma requires all employers to provide paid sick leave as set forth in Title 18 of the Tacoma Municipal Code. For more information, visit [our Minimum Employment Standards Paid Sick Leave webpage](#).

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.

Title VI Information:

"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 of award.

Additional Information: Requests for information regarding the specifications may be obtained by contacting Tina Eide, Senior Buyer by email to teide@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.

The following items make up your submittal package:	
One electronic copy of your complete submittal	
Cover Letter	
Analytical Services Proposal	
Signature Page	
Contractor's Record of Prior Contacts	
List of Equipment	
Standard Fee Schedule for Non-line Item Analytical Services	
List of at Least Five References	

**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

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. Termination for Convenience

1. Supplies. The City may terminate a Contract for supplies at any time upon prior written notice to Supplier. Upon the effective date of termination specified in such notice, and payment by the City, all conforming supplies, materials, or equipment previously furnished hereunder shall become its property.
2. Services. The City may terminate a Contract for services 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.

B. Termination for Cause. The City may terminate a Contract for either services or supplies in the event of any material breach of any of the terms and conditions of the Contract if the Supplier's breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach.

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.

1.29 SCOPE OF SERVICES/CONTRACT MODIFICATION

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

1.30 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.

1.31 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 and/or the current prevailing wage determination made by the Secretary of Labor 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 and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week,
 - 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/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid)and Additionally, in compliance with applicable federal law, contractors are required to pay wages not less than once a week.
 - 3. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, 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 and/or other or additional documentation required by federal law must be received or verified by the City prior to final Contract payment.

1.32 COPELAND ANTI-KICKBACK ACT

For contracts subject to Davis Bacon Act the following clauses will be incorporated into the Contract:

1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

1.33 FEDERAL AID PROJECTS

The City of Tacoma, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR, part 26, will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

1.34 FEDERAL FINANCIAL ASSISTANCE

If federal funds, including FEMA financial assistance to the City of Tacoma, will be used to fund, pay or reimburse all or a portion of the Contract, Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives and the following clauses will be incorporated into the Contract:

- A. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
 4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (B)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (B)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B)(2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (B)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (B)(1) through (4) of this section.

C. CLEAN AIR ACT

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

D. FEDERAL WATER POLLUTION CONTROL ACT

1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. DEBARMENT AND SUSPENSION

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

F. BYRD ANTI-LOBBYING AMENDMENT

1. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification with City. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the City.

2. If applicable, Contractor must sign and submit to the City the following certification:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

G. PROCUREMENT OF RECOVERED MATERIALS

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
3. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

1.35 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 are accepted and all prices shall remain firm during the term of a Contract.
- E. At City's sole discretion, price increases may be passed along during a Contract period if the increase is mandated by statute, or the result of a tariff. Supplier will immediately notify the City at bids@cityoftacoma.org with contract number and accompanied by documentation demonstrating such mandate and request for price increase.
- F. At City's sole discretion, stated pricing terms may be adjusted for extraordinary conditions that could not have been known by either party at the time of bid or other circumstances beyond the control of both parties. Requests for increases or decreases, other than those previously authorized, shall be sent to City of Tacoma Procurement and Payables Division at: bids@cityoftacoma.org, addressed to specific buyer, with contract number and accompanied by documentation supporting the requested change. Requests sent elsewhere will not be considered or granted. No other individual or City Department is authorized to approve such modifications. Agreed upon price changes shall be applicable as of the Effective Date of a mutually executed written Amendment or other written modification to the Contract,
- 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, Supplier will immediately notify the City at bids@cityoftacoma.org of such fact with contract number and the Contract with the City shall thereupon be 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. The City is entitled to any promotional pricing during the Contract period.
- I. Price decreases shall be immediately passed on to the City.
- J. 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.

- K. Item prices are to include freight as part of the FOB Destination terms (Section 1.37.A). If adjustments requested are due to freight costs rather than the item cost, documentation from freight carriers supporting the increase shall be submitted to the City.
- L. Delays or supply shortages caused by problems beyond the reasonable control of the Supplier, if fully documented and submitted to the City, may be excused and at City's sole discretion any applicable liquidated damages provisions may be waived. This allowance shall in no way be construed to apply to or excuse delays or shortages caused by negligence on the part of the Supplier. Events beyond Supplier's reasonable control, include acts of god, fire, strikes, epidemics, war, riot, unavoidable delay in transportation or rail car/transport shortages, or documented unavoidable material shortages, provided the City is notified in writing by the Supplier at bids@cityoftacoma.org with contract number and accompanied by documentation of such pending or actual shortage or delay and the reasons therefore. If deemed excusable, the City shall authorize an extension of time. In the event of such an excusable delay, the date of delivery shall be extended for a period equal to the time lost due to the reason for delay. Any waiver of liquidated damages or extensions of time are to be authorized by written Amendment or modification to the Contract issued by City and acknowledged in writing by Supplier. 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 Supplier is unable to proceed due to a delay solely attributable to the City, Supplier shall advise City of such delay in writing as soon as is practicable
- M. An established price index such as the CPI will be used by City as a reference for substantiation of the Supplier documentation in support of a requested price adjustment.
- i. For Hourly Rates or Service Pricing - the direct result of increases to wage rates and not exceed the U.S. Dept. of Labor Consumer Price Index (CPI) for All Urban Consumers Seattle-Tacoma-Bellevue or other appropriate service rate index agreed upon between the Buyer and the Contractor
 - ii. For Supplies - the United States published indices such as the U.S. Dept. Of Labor Consumer Price Index (CPI), Producer Price Index (PPI) or other data may be referenced to help substantiate the Contractor's documentation.

1.36 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.

1.37 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.

1.38 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.

1.39 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.

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.

- B. 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.
- C. Supplier shall package orders, preferably in environmental friendly packaging such as reduced packaging and recyclable packing materials.

1.40 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.

1.41 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.

1.42 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.

1.43 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.

1.44 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.

1.45 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.

1.46 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.

1.47 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.

1.48 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.

1.49 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.

1.50 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.

1.51 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.

1.52 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.

1.53 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.

1.54 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.

1.55 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.

1.56 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.

1.57 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.

1.58 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.

1.59 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.

1.60 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.

SPECIFICATION DOCUMENT

SPECIAL PROVISIONS

1. SCOPE OF WORK

The purpose of this request is to secure ongoing laboratory 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 12-month 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 requests will originate from the Tacoma Public Utilities (TPU) Campus located at 3628 South 35th Street in Tacoma, Washington. Qualifying laboratories located more than 25 miles from the TPU Campus, shall provide timely courier services upon request from the City. Exceptions may be made if it can be demonstrated by the bidder that a longer distance would not adversely affect sample hold time limits and lab sample Turn Around Time (TAT)

3. CONTACT PERSON

Technical and bidder inquiries may be directed to Tina Eide, Senior Buyer, teide@cityoftacoma.org.

4. COMMENCEMENT, PROSECUTION, 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 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 within 30 days prior to each 12month contract renewal period.

Acceptance of any price adjustments to this contract will be at the sole discretion of the City. The option to exercise contract extension(s) will be 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 Department, at 3628 S 35th Street, Tacoma WA 98409-3115. Written requests for price adjustments may not be submitted until at least 30 days prior to the next 12-month contract renewal period. Requests received after the 12-month renewal period will not be accepted.
2. The City is entitled to any promotional pricing during the contract period, which is lower than pricing provided in the bid.
3. Prices shall remain firm for each contract period; however, nothing in this contract will prevent the vendor from charging a lower than quoted price.
4. Price increases may be passed along during a contract period if the increase is due to federally mandated regulations.
5. The City reserves the right to accept or reject all such price adjustments.

5. QUALIFICATION OF LABORATORIES

Only analytical laboratories that hold current Washington State accreditation in the listed types of analytical work performed on a normal and rush basis under this contract will be considered. Contracting laboratory and any subcontract laboratories must submit Washington State Department of Ecology 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 in accordance with their proposal. 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 within Washington State 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 listed below.

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
Juneteenth	June 19
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

It is mandatory that personnel be on hand during regular business hours to receive samples for testing. Contract awardee must demonstrate the ability and willingness to fulfill their proposed hours of operations to the satisfaction of the City.

8. CONTRACT PRICE

Unit bid prices shall account for the 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.

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 TYPES and QUANTITIES SPECIFIED

The analytical method types and quantities indicated in the proposal are for bidding and contract purposes only. Due to the nature of this work, the actual types of testing methods requested and quantities may vary

from estimated values. Quantity 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 listed.

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. PAYMENT

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 Chain of Custody for each project/report listed on the invoice, shall be provided;

Invoices will be sent to:

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

12. LABORATORY REPORTS

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 (if requested). Additionally, when requested, an Element Format Sample Analysis (EFSA) spreadsheet shall also be provided in Microsoft Excel format. The EFSA must include the following information:

- | | |
|------------------------|----------------------------|
| • Sample Start Date | • Analytical Result |
| • Grab Time | • Result Unit |
| • Sample End Date | • Detection Limit |
| • Grab Time | • Analysis Method |
| • Batch Discharge Date | • Sample Collection Method |
| • Batch Discharge Time | • Bottle Container |
| • Substance | • Laboratory Name |
| • Data Quantifier | • Data Qualifier |

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

Send any hard-copies 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 any state 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 City prior to use for reporting.

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 to be 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 City.

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 necessary, contracting laboratory shall furnish prepaid UPS or Federal Express mailer packs for samples. 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 25 miles of the TPU Campus at 3628 South 35th Street in Tacoma Washington.
4. COURIER SERVICE FROM THE TPU CAMPUS AT 3628 SOUTH 35th STREET TACOMA, WASHINGTON: In accordance with the proposal, courier service shall be provided. This service will be provided by the laboratory at no additional cost to the City. Courier Service may be used in lieu of laboratory location within 25 miles of the TPU Campus at 3628 South 35th Street, Tacoma, Washington.

14. 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 25 miles of the TPU Campus);
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.

15. 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 award 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:

- Successful past record with the City of Tacoma;
- References for similar types of work;
- Successful site audit;
- Key personnel qualifications;
- Subcontractors and vendors providing service to the laboratory;
- Length of standard and rush TATs;
- Laboratory location or scope of courier service offered to ensure proper Turn Around Times.

16. 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 laboratory proposed timeframes in view of current and projected workloads. This represents a critical issue due to the "Rush" 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.

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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 basis. If laboratory is located within a 25-mile radius of the TPU Campus located at 3628 South 35th Street in Tacoma, Washington, samples will typically be delivered to the laboratory by City personnel. If laboratory is located beyond a 25-mile radius of the TPU Campus, then laboratory must provide courier services and/or prepaid mailer packs for sample delivery. Courier and mailing shall be provided at no additional cost to the City. Bids may be rejected if the laboratory is unable to provide timely sample delivery options. Methods for analysis must be consistent with state and federal methods.

17. 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 (25 ea.) samples.
24. "Fish Bioassay – Normal TAT based on fifteen (25 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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18. 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,. 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,. 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,. 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. Methods must comply with the requirements of EPA method 6010D. 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,. 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 (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 (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. 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. 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 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 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. Methods for analysis shall comply with the requirements of 40 CFR 761 (TSCA). 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. Methods for analysis shall comply with the requirements of 40 CFR 761 (TSCA). 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. Methods for analysis shall comply with the requirements of 40 CFR 761 (TSCA). 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. Methods for analysis shall comply with the requirements of 40 CFR 761 (TSCA). 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. 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. 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. 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. 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.

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. 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. Methods must comply with the requirements of EPA Method 9023. 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. 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 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 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. 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. 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. 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.

19. RESPONSE TIME

Proposed Turn Around Time (TAT) will be an evaluation factor when reviewing submittals, and for contract award decisions. Proposed TATs shall be consistent and achievable throughout the contract period. Laboratory shall submit both Standard/Normal and Rush TATs for analyses on the Bid Sheet along with unit prices, unless otherwise notated.

20. 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.

21. 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 the City.

22. SITE AUDITS

Award of this contract shall be dependent on a successful site audit conducted by City 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. 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.

23. 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 a deciding factor. Exceptions will be taken on their own merits and will be adopted or rejected at the sole option of the City.

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

24. CONTRACT AWARD

The City reserves the right and will be the sole judge as to what constitutes a responsive bid. Contract will be awarded to the responsive bidder(s) deemed to be in the best interests of the City.

25. 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 12-month options to automatically renew for up to an additional three years. Line item prices will remain firm for the first two years of the contract. Annual price adjustments will be allowed with concurrent contract extensions if written pricing request is submitted consistent with the timelines called out previously. 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.

This specification is detailed in the type of analytical work that will be required. In Section 4 of the Technical Provisions, proposed TATs shall be consistent and achievable throughout the contract period. Laboratory shall submit both Standard and Rush TATs for analyses on the Bid Sheet along with unit prices, unless otherwise notated.

Award of this contract will be dependent upon a successful site audit conducted by City 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 Tina Eide, Senior Buyer, at teide@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. NWTPH-D-ext.	Rush	300 ea.	\$ _____		\$ _____
6. NWTPH 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	25 ea.	\$ _____		\$ _____
24. Fish Bioassay	Normal	25 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 – 58)			\$ _____	_____	\$ _____

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(This will be provided in Microsoft Excel format to include reference sheets)

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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:

Tina Eide
Senior Buyer
teide@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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CONTRACTOR'S RECORD OF PRIOR CONTRACTS

NAME _____ ADDRESS _____

Beginning Date	Completion Date	Contract With	Contact Person Telephone #	Amount of Contract

REMARKS: _____

LIST OF EQUIPMENT

The following is a list to be filled in by the bidder, showing equipment definitely available for use on the proposed work as required.

[illegible]

SIGNATURE PAGE

CITY OF TACOMA Tacoma Power/PSS Environmental Compliance

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. PS22-0067F 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

Authorized Signatory 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.)

E-Mail Address for Communications

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.



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.

4.1.2

4.2 Workers' Compensation

- 4.2.1 Contractor shall comply with Workers' Compensation coverage as required by the



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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.

4.3 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.

4.4 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.

4.5 Pollution Liability Insurance

Contractor shall maintain a Pollution Liability or Environmental Liability Insurance providing coverage, including investigation and defense costs, for bodily injury and property damage, including loss of use of damaged property or of property that has been physically damaged or destroyed.

Such coverage shall provide both on-site and off-site cleanup costs and cover gradual and sudden pollution, and include in its scope of coverage the City of Tacoma damage claims for loss arising out of Contractor's work with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate.

This policy shall include Environmental Resource Damage coverage and Hazardous Substance Removal. If such coverage is provided on a "claims-made" basis, the following additional conditions must be met:

4.5.1 The policy must contain no retroactive date, or the retroactive date must precede the commencement date of this Contract.

4.5.2 The extended reporting period (tail) must be purchased to cover a minimum of Six (6) years beyond completion of work.

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 XXXXXXXXX {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: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____