



City of Tacoma, WA

**TACOMA RAIL**  
**REQUEST FOR BIDS**

**Cross Ties and Switch Ties**  
**SPECIFICATION NO. TR22-0397F**



**City of Tacoma**

**Tacoma Public Utilities / Tacoma Rail**

**REQUEST FOR BIDS TR22-0397F**

**Cross Ties and Switch Ties**

**Submittal Deadline: January 31, 2023, 11:00 a.m., Pacific Time, Tuesday,**

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](mailto: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](mailto: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](http://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](http://www.TacomaPurchasing.org).

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

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

**Project Scope:** Cross Ties and Switch Ties

**Estimate:** \$437,000.00

**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](mailto: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 Tisha Rico, Senior Buyer by email to [trico@cityoftacoma.org](mailto:trico@cityoftacoma.org)

**Protest Policy:** City of Tacoma [protest policy](#), located at [www.tacomapurchasing.org](http://www.tacomapurchasing.org), specifies procedures for protests submitted prior to and after submittal deadline.



Meeting sites are accessible to persons with disabilities. Reasonable accommodations for persons with disabilities can be arranged with 48 hours advance notice by calling 253-502-8468.


## Table of Contents

SUBMITTAL CHECK LIST .....	5
1. BACKGROUND .....	6
2. CALENDAR OF EVENTS .....	6
3. INQUIRIES .....	6
4. PRE-BID MEETING .....	7
5. DISCLAIMER .....	7
6. DELIVERY .....	7
7. CONTRACT TERM.....	7
8. RESPONSIVENESS .....	8
9. AWARD .....	8
10. PRICE ADJUSTMENTS .....	8
11. STANDARD TERMS AND CONDITIONS.....	9
12. INSURANCE REQUIREMENTS.....	9
13. WARRANTY.....	9
14. INSPECTION .....	9
15. COMPLIANCE WITH SPECIFICATIONS .....	10
16. MATERIALS AND WORKMANSHIP .....	10
17. DAMAGED GOODS .....	10
18. UPDATED PRODUCTS .....	10
19. PRODUCT DISCONTINUED.....	10
20. QUANTITIES AND PURCHASE ORDERS.....	10
21. CONTENT TO BE SUBMITTED – This section represents 100% of the possible scoring criteria.....	11
22. ENVIRONMENTALLY PREFERABLE PROCUREMENT .....	12
23. PROPRIETARY OR CONFIDENTIAL INFORMATION.....	12
24. SECTION 2 – TECHNICAL PROVISIONS .....	13
APPENDICES – BID FORMS .....	15

## SUBMITTAL CHECK LIST

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

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

<b>The following items make up your submittal package:</b>	
One original, Two copies and one electronic copy (CD or flash drive) of your complete submittal package (with original and copies clearly identified)	
Signature Page (Appendices)	
Price Proposal Form (Appendices)	
<b>After award, the following documents will be executed:</b>	
Contract	
Certificate of Insurance and related endorsements if required	

## 1. BACKGROUND

The City of Tacoma (City) / Tacoma Public Utilities (TPU) / Tacoma Rail is soliciting bids to establish one or more contracts with qualified vendors to fulfill the City's needs for Cross Ties and Switch Ties on an as-needed basis. Contract(s) will be awarded to the lowest responsive and responsible bidder(s) based on price, product quality and availability.

This product is used by Tacoma Rail located at 2601 SR509 N. Frontage Rd., Tacoma, WA 98421. The estimated annual usage is approximately 1,000 cross ties and 200 switch ties. This is an estimated quantity only and does not guarantee a specific volume or dollar amount.

Vendors may be required to submit samples of their product for evaluation prior to award. Products that fail to meet City standards or any of the specifications herein may be rejected. Should a contracted vendor fail to meet quality and/or availability requirements contained in these specifications, the City may move to terminate the contract with 10 days written notice.

**1.1** What is the project's estimate? \$437,000.00

**1.2** Is this project federally funded? No.

## 2. CALENDAR OF EVENTS

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

Contract may be issued after Public Utility Board and/or City Council approval.

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

Pre-Bid Meeting:	<b>N/A</b>
Approved Equivalent Deadline:	<b>N/A</b>
Question Deadline:	<b>1/17/2023</b>
City response to Questions:	<b>1/24/2023</b>
Submittal Due Date:	<b>1/31/2023</b>
Anticipated Award Date:	<b>2/15/2023</b>
Public Utility Board/City Council Approval:	<b>3/8/2023</b>

## 3. INQUIRIES

Questions should be submitted to Tisha Rico, Senior Buyer via email to [TRICO@CITYOFTACOMA.ORG](mailto:TRICO@CITYOFTACOMA.ORG).

Subject line to read:

Spec# - Spec Title – VENDOR NAME

**3.1** Questions marked confidential will not be answered or included.

- 3.2** The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.
- 3.3** The answers are not typically considered an addendum.
- 3.4** The City will not be responsible for unsuccessful submittal of questions.
- 3.5** Written answers to questions will be posted alongside this specification as indicated in the Calendar of Events section.
- 3.6** Questions are due no later than 3:00 pm on the date indicated in the Calendar of Events.

#### **4. PRE-BID MEETING**

- 4.1** No pre-proposal meeting will be held

#### **5. DISCLAIMER**

The City is not liable for any costs incurred by the Respondent for the preparation of materials or a proposal submitted in response to this RFB, for conducting any presentations to the City, or any other activities related to responding to this RFB, or to any subsequent requirements of the contract negotiation process.

#### **6. DELIVERY**

- 6.1** Delivery shall be to Tacoma Rail, 2601 SR509 N. Frontage Rd., Tacoma, WA, 98421. Delivery must be made via truck only. Deliveries by rail will not be accepted. Each vendor will be required to submit a delivery timeline they can commit to. Purchase order delivery dates will reflect this timeline. In the event a purchase order deliver date is not met, the City reserves the right to purchase these products elsewhere if they are in a time constraint. If constant late deliveries occur, the City may terminate the contract.
- 6.2** Hours of operation for deliveries shall be Monday through Friday, 7:30 a.m. to 1:30 p.m., excluding legal holidays, as referred to in the Standard Terms and Conditions or as otherwise approved by the City.

#### **7. CONTRACT TERM**

The contract will be for a three-year period with the option to renew the contract two additional one-year terms and is subject to the price increase/decrease provisions per the [Price Adjustments](#) section. The City reserves the right to cancel the contract for any reason, by written notice, as stipulated in the contract.

## **8. RESPONSIVENESS**

Bid submittals must provide ninety (90) days for acceptance by City from the due date for receipt of submittals. All submittals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFB. The Respondent is specifically notified that failure to comply with any part of this RFB may result in rejection of the submittal as non-responsive. The City reserves the right, in its sole discretion, to waive irregularities deemed immaterial. The City also reserves the right to not award a contract or to issue subsequent RFB's

## **9. AWARD**

Award will be made to the lowest responsive, responsible bidder. All bidders shall provide unit or lump sum pricing for each line item. Each line item will be added up for a subtotal price. The subtotal price will be compared amongst each bidder, including any payment discount terms offered twenty (20) days or more. The City may also take into consideration all other criteria for determining award, including evaluation factors set forth in Municipal Code Section 1.06.262.

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

The City reserves the right to let the contract to the lowest responsible bidder whose bid will be the most advantageous to the City, price and any other factors considered. In evaluating the proposals, the City may also consider any or all of the following:

1. Compliance with specification.
2. Proposal prices, listed separately if requested, as well as a lump sum total
3. Time of completion/delivery.
4. Warranty terms.
5. Bidder's responsibility based on, but not limited to:
  - a) Ability, capacity, organization, technical qualifications and skill to perform the contract or provide the services required.
  - b) References, judgment, experience, efficiency and stability.
  - c) Whether the contract can be performed within the time specified.
  - d) Quality of performance of previous contracts or services

## **10. PRICE ADJUSTMENTS**

Bid submittal prices will establish a base against which Contractors may request price adjustments per the following terms:

1. The city may consider price adjustments for each additional one-year extension term. First three-year pricing to be firm.



2. Contractor shall submit proposed price changes in writing to the contract administrator (contract information provided after award) 30 days prior to the effective date.
3. The city reserves the right to accept or reject all such price adjustments.
4. Price increases will be adjusted only to the amount of cost increase to Contractor. No adjustment will be made for Contractor profit margin.
5. Any proposed price increase to Contract line items must be beyond the control of the contractor and supported by written documentation from the manufacturer or wholesale distributor, indicating new higher cost adjustments in effect.
6. Increase requests may be evaluated against various market conditions, including but not limited to:
  - a) Consumer Price Index for Seattle - Tacoma - Bremerton, All Items 1982-84+100, for comparable period
  - b) Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average Index for All Items, 1982-84=100, unadjusted for the comparable period
  - c) State/federal regulations affecting production costs of the materials

## **11. STANDARD TERMS AND CONDITIONS**

City of Tacoma [Standard Terms and Conditions](#) apply.

## **12. INSURANCE REQUIREMENTS**

Successful proposer will provide proof and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements document applicable to the services, products, and deliverables provided under the solicitation. The City of Tacoma Insurance Requirements document is fully incorporated into the solicitation by reference.

## **13. WARRANTY**

**Parts:** Manufacturer's warranty or minimum one-year warranty whichever is greater.

Vendor will warrant goods according to the manufacturer's warranty guidelines. The start of the warranty commences once the goods are delivered and accepted by the City.

## **14. INSPECTION**

All goods are subject to final inspection and acceptance by the City. If any inspection fails, the vendor shall be required to make arrangements to exchange the goods at their own expense and replace it in a timely manner acceptable to the City.

Material failing to meet the requirements of this contract will be held at Vendor's risk and may be returned to Vendor. If so returned, the cost of transportation, unpacking, inspection, repackaging, reshipping, or other like expenses are the responsibility of the Vendor.

## **15. COMPLIANCE WITH SPECIFICATIONS**

All products shall be new and unused. Any product that does not comply with any part of these technical specifications shall be rejected and the vendor shall, at its own expense, including shipping, replace the item.

## **16. MATERIALS AND WORKMANSHIP**

The successful bidder shall be required to furnish all materials necessary to perform contractual requirements. Materials and workmanship for this contract shall conform to all codes, regulations and requirements for such specifications contained herein and the normal uses for which intended. Material shall be manufactured in accordance with the best commercial practices and standards for this type of goods. All literature and products must be packaged and labeled to sell in the United States.

## **17. DAMAGED GOODS**

The vendor shall replace any orders that are damaged in transit. They will be notified by the City, and they must arrange to have damaged orders picked up within 48 hours' notice (excluding weekends and holidays). Vendor will pay all expenses incurred to ship damaged goods back to manufacturer or their own warehouse.

## **18. UPDATED PRODUCTS**

During the contract term, if items on the contract are being replaced and updated by the manufacturer, the supplier may submit the manufacturer information, technical specifications and pricing to the City for consideration. The supplier shall provide this updated product information to the City as soon as it becomes available by the manufacturer. The City will work with Purchasing Division to review the information submitted and either accept or reject the product. If the replacement product is not approved, the vendor will be notified and the current item on the contract will be removed. Because of fixed pricing, the replacement item must be offered at the same price.

## **19. PRODUCT DISCONTINUED**

During the contract term, if the supplier discontinues carrying any of the contracted items, they must notify the City and the Purchasing office within 30 calendar days. The City reserves the right to seek other suppliers to supply those items or purchase directly from the manufacturer or their designated distributor until the contract term ends.

## **20. QUANTITIES AND PURCHASE ORDERS**

The quantities listed are an estimate only using historical data gathered from the previous 5 years. Delivery will be according to purchase order on an as-needed basis throughout the period of the contract.

**21. CONTENT TO BE SUBMITTED – This section represents 100% of the possible scoring criteria.**

**21.1** The City cannot legally accept a substantial deviation from the Specification. Bids/Proposals containing any substantial deviation may be rejected as non-responsive. It is agreed that you will perform according to the highest standard indicated.

**21.2** Prices shall be quoted F.O.B. Destination, freight prepaid and allowed.

**21.3** State your proposed delivery time, in calendar days, following receipt of a purchase order and all subsequent purchase orders during the term of the Contract

---

---

**21.4** Are warranties equal to or do they exceed those specified in this solicitation? Yes/No

**21.5** Submit proposed guarantee and/or warranty information.

**21.6** Have you incorporated sustainability into your everyday business practices? Yes/No

**21.7** Please describe your sustainability efforts in your everyday business practices:

---

---

**21.8** Please describe any measures taken to minimize impacts to the environment in the delivery of proposed goods and/or services:

---

---

**21.9** Does your company provide a Prompt Payment Discount? Yes/No

**21.10** Specify the Prompt Payment Discount percentage. Payment discount periods of twenty (20) calendar days or more will be considered in determining lowest responsible bid

**21.11** Does your company accept a procurement card? Yes/No

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

## **22. ENVIRONMENTALLY PREFERABLE PROCUREMENT**

In accordance with the City of Tacoma's [Sustainable Procurement Policy](#), it is the policy of the City of Tacoma to encourage the use of products or services that help to minimize the environmental and human health impacts of City Operations. Respondents are encouraged to incorporate environmentally preferable products or services 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, products, manufacturing, packaging, distribution reuse, operation, maintenance or disposal of the product or service.

The City of Tacoma encourages the use of sustainability practices and desires any awarded contractor(s) to assist in efforts to address such factors when feasible for:

- Reduction of pollutant releases
- Toxicity of materials used
- Waste generation
- Greenhouse gas emissions, including transportation of materials and services
- Recycle content
- Comprehensive energy conservation measures
- Waste management reduction plans
- Potential impact on human health and the environment

## **23. PROPRIETARY OR CONFIDENTIAL INFORMATION**

The Washington State Public Disclosure Act ([RCW 42.56 et seq.](#)) requires public agencies in Washington make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged. Documents submitted under this RFB shall be considered public records and, with limited exceptions, will be made available for inspection and copying by the public.

Information that is confidential or proprietary must be clearly marked. Further, an index must be provided indicating the affected page number(s) and location(s) of all such identified material. Information not included in said index will not be reviewed for confidentiality or as proprietary before release.

## 24. SECTION 2 – TECHNICAL PROVISIONS

### SCOPE OF WORK AND DELIVERABLES

- A. **TECHNICAL REQUIREMENTS:** All cross and switch ties shall be in accordance with the American Railway Engineering Association and Maintenance of Way Association (AREMA) standards.
- B. All companies manufacturing and/or supplying materials for this project shall be experienced in this type of work and meet or exceed Railroad Industry Best Management Practices (BMP).
- C. Certificates of Compliance and Records of tests, inspections, analysis, and processes, shall be submitted to Tacoma Rail prior to material shipment. These records shall be provided by the Contractor(s) upon request to demonstrate Contractor's compliance with the appropriate AREMA standards.
- D. Tacoma Rail must be notified 48 hours in advance of any deliveries.
- E. Measurements and Specifications
  - 1. All cross and switch ties shall be new, mixed hardwood, and shall conform to AREMA and AWPAs specifications.
  - 2. The cross and switch ties shall be of sound wood and well manufactured in accordance with applicable specifications.
  - 3. All cross and switch ties shall be furnished with end plate anti-split devices.
  - 4. Treatment of cross and switch ties shall consist of a seven (7) pound 50-50 creosote/petroleum process conforming to AWPAs-C6 specifications.
  - 5. Tacoma Rail will only accept 100 percent 7-INCH X 9-INCH on switch ties and cross ties.
  - 6. Cross ties and switch ties shall be AREMA Grade only. Industrial Grade will not be accepted.
- F. **CROSS TIES – AREMA GRADE, NEW, MIXED HARDWOOD, TREATED, 7-INCH X 9 INCH X 8-Feet/6-INCH**
  - 1. Shall be measured per each (EA) cross tie delivered to the site.
  - 2. Cross ties shall be banded in bundles of 25 each. Tie bundles shall be separated with stickers (4-inches or thicker) on the sides, top, and bottom to facilitate unloading equipment.
  - 3. Cross ties will be ordered on an as needed basis.

4. Cross tie orders will be at a minimum of 250 pieces per delivery.

**G. SWITCH TIES – AREMA GRADE, NEW, MIXED HARDWOOD, TREATED, 7-INCH X 9-INCH, MULTIPLE LENGTHS, RANGING FROM 9 FEET TO 17 FEET**

1. Shall be measured per each (EA) switch tie delivered to the site.
2. Switch ties will be ordered on an as needed basis.
3. Tacoma Rail will not accept a minimum order requirement for switch ties.

## **APPENDICES – BID FORMS**

## SIGNATURE PAGE

### **CITY OF TACOMA TACOMA RAIL**

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. TR22-0397 Cross Ties and Switch Ties**

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**  
**\* PRICE PROPOSAL FORM \***  
**Request for Bids TR22-0397F**  
**Cross Ties and Switch Ties**

To offer alternate bids, copy and submit the appropriate pages.

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

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

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1.	Cross Ties – AREMA Grade only, new, mixed hardwood, treated, 7-inch x 9-inch x 8-feet/6-inch	3,000	EA	\$ _____	\$ _____
2.	Switch Ties – AREMA Grade only, new, mixed hardwood, treated, 7-inch x 9-inch				
2a.	9-Feet/0-Inch Long	250	EA	\$ _____	\$ _____
2b.	10-Feet/0-Inch Long	750	EA	\$ _____	\$ _____
2c.	11-Feet/0-Inch Long	100	EA	\$ _____	\$ _____

2d.	12-Feet/0-Inch Long	100	EA	\$ _____	\$ _____
2e.	13-Feet/0-Inch Long	100	EA	\$ _____	\$ _____
2f.	14-Feet/0-Inch Long	100	EA	\$ _____	\$ _____
2g.	15-Feet/0-Inch Long	60	EA	\$ _____	\$ _____
2h.	16-Feet/0-Inch Long	100	EA	\$ _____	\$ _____
2i.	17-Feet/0-Inch Long	50	EA	\$ _____	\$ _____

**Subtotal:** \$ \_\_\_\_\_

Sales Tax 10.3% \$ \_\_\_\_\_

**TOTAL:** \$ \_\_\_\_\_

**Note:** The unit price and extended price are to be shown in the spaces provided. Extended price shall be determined by multiplying the unit price by the quantity.

Provide pricing as delivered by truck only. Rail deliveries will not be accepted.

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

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

**B. If a volume discount is offered, provide the quantities at which the price break will be given and the corresponding percentage:**

Quantity \_\_\_\_\_ Discount \_\_\_\_\_ %

Quantity \_\_\_\_\_ Discount \_\_\_\_\_ %

Quantity \_\_\_\_\_ Discount \_\_\_\_\_ %

**C. Does your firm accept payment by EFT/ACH? \_\_Y \_\_N**

(Electronic Funds Transfer (EFT) by Automated Clearing House (ACH))

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

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

**E. Successful Bidder will deliver materials within \_\_\_\_\_ days from receipt of order.**

**F. Most Favorable Prices and Terms**

1. All prices, terms and benefits offered are equal to or better than the equivalent prices, terms and benefits being offered by Respondent to any other state or local government unit or commercial customer.

\_\_\_\_Y \_\_\_\_N

2. If any contract, agreement or arrangement for comparable products and volumes provides lower prices, more favorable terms or greater benefits to any other government unit or commercial customer, during the term of this Contract, this Contract shall thereupon be deemed amended to provide the same or better prices, terms and benefits to the City.

\_\_\_\_Y \_\_\_\_N

**G. Small Business Enterprise (SBE)**

Is your firm a certified City of Tacoma [Small Business Enterprise](#)?

\_\_\_\_Y \_\_\_\_N

Is your firm partnering with, or subcontracting to, a certified City of Tacoma [Small Business Enterprise](#)?

\_\_\_\_Y \_\_\_\_N

**H. Minority and Women’s Business Enterprise (MWBE)**

Is your firm a minority/woman owned firm certified with the [Washington State Office of Minority and Women’s Business Enterprises](#)?

\_\_\_Y \_\_\_N

Is your firm partnering with, or subcontracting to, a minority/woman owned firm certified with the [Washington State Office of Minority and Women’s Business Enterprises](#)?

\_\_\_Y \_\_\_N

**I. Respondent’s statement of warranty terms.** Provide details of warranty coverage, including whether provided by manufacturer or Respondent. Provide additional pages if needed.

---

---

---

---

---

---

---

---

**J. State Whether Exception “IS” or “IS NOT” Taken to This Specification\*.** A statement here that exception “IS NOT” taken will create a conclusive presumption that you accept and will comply with all Specification requirements. Provide additional pages if needed.

---

---

---

---

---

---

\*NOTE: The City cannot legally accept a substantial deviation from the Specification. Bids/Proposals containing any substantial deviation will be rejected as non-responsive. If you state exception "IS NOT" taken to this Specification, but include statements or attach materials deviating from the standards established by this Specification, it is agreed that you will perform according to the highest standard indicated in this Specification.