CITY OF TACOMA

Tacoma Public Utilities -
Tacoma Water

AMI Meter Box Lid Procurement

SPECIFICATION NO. WA20-0115F
REQUEST FOR BIDS WA20-0115F
AMI Meter Box Lid Procurement

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, March 31, 2020

Submittal Delivery: Sealed submittals will be received as follows:

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

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

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

- 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: Tacoma Public Utilities (TPU), Water Division (Tacoma Water) is soliciting bids to establish one or more contracts with qualified vendors to supply water meter lids, (product). Vendors(s) will be awarded to the lowest responsive and responsible bidder(s) based on price, product quality, and availability.

Estimate: $2,000,000

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

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

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

**Additional Information:** Requests for information regarding the specifications may be obtained by contacting Alex Clark, Senior Buyer by email to aclark3@cityoftacoma.org

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

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

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

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

<table>
<thead>
<tr>
<th>The following items make up your submittal package:</th>
</tr>
</thead>
<tbody>
<tr>
<td>One original, 4 copies and one electronic copy (CD or flash drive) of your complete submittal package (with original and copies clearly identified)</td>
</tr>
<tr>
<td>Signature Page (Appendices)</td>
</tr>
<tr>
<td>Price Proposal Form (Appendix A)</td>
</tr>
<tr>
<td>Prime Contractor’s Pre-Work Form</td>
</tr>
<tr>
<td>Information in Section J</td>
</tr>
</tbody>
</table>

**After award, the following documents will be executed:**

| Services Contract |
| Certificate of Insurance and related endorsements if required |
SECTION 1 – PROJECT INFORMATION AND REQUIREMENTS

A. PROJECT OVERVIEW –

Tacoma Public Utilities (TPU), Water Division (Tacoma Water) is soliciting bids to establish one or more contracts with qualified vendors to supply water meter lids, (product). Vendors(s) will be awarded to the lowest responsive and responsible bidder(s) based on price, product quality, and availability.

Tacoma Public Utilities (TPU) is implementing an automated metering infrastructure program. Part of this program will require changing our current non-AMI compliant meter box lids. The Tacoma Public Utilities (TPU) will be soliciting proposals for the replacement of approximately 100,000 meter box lids. This project will require purchase of new water meter lids of various sizes with an AMI probe hole to accommodate a Sensus 520M. TPU retains the right to alter the quantity along with delivery time of specific lids at any time during procurement or execution of vendor services.

These products will be installed along with new water meters in existing water meter boxes by Tacoma’s Automated Meter Infrastructure (A.M.I.) installer. Products shall be delivered at a specific location which will be determined at later date, per Section 2, C. - Delivery. The timeline for estimated quantities and delivery dates for product is shown for each meter box lid type in Appendix A. These are estimated quantities only and do not guarantee a specific volume or dollar amount. Other City of Tacoma (City) departments may purchase from the awarded vendors at the same pricing listed in the bid proposal sheets, by mutual consent to establish their own contract and/or purchase order.

B. MINIMUM REQUIREMENTS –

The selected vendor would have a minimum of three (3) similar contracts in size within the last five (5) years with:

- A rejection rate of .05% or less
- An on time delivery rate of 98% or greater.

All submittals must include lead times for all items.

C. INQUIRIES TO RFB –

No Pre-proposal conference is being held; however, questions and request for clarifications of the specifications may be submitted in writing by 3:00 p.m., Pacific Time, March 20th, 2020, to Alex Clark, Purchasing Division, via email to aclark3@cityoftacoma.org. No further questions will be accepted after this date and time. The City will not be responsible for unsuccessful submittal of questions.

Written answers to all questions submitted will be posted on the Purchasing website at www.TacomaPurchasing.org on or about March 20th, 2020. The City reserves the discretion to
group similar questions to provide a single answer or not to respond when the requested information is confidential. The answers are not typically considered an addendum.

D. RFP REVISIONS

In the event it becomes necessary to revise any part of this RFP, addenda will be issued to all registered plan holders and posted on the Purchasing website. Answers in response to RFP inquiries (see Section 1.C. above) are not typically provided as an addendum.

E. CALENDAR OF EVENTS –

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

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Publish and issue RFP</td>
<td>March 11th, 2020</td>
</tr>
<tr>
<td>Pre-Proposal Questions</td>
<td>March 20th, 2020</td>
</tr>
<tr>
<td>Response to Questions</td>
<td>March 20th, 2020</td>
</tr>
<tr>
<td>Submittal Due Date</td>
<td>March 31th, 2020</td>
</tr>
<tr>
<td>Submittals evaluated</td>
<td>April 2nd, 2020</td>
</tr>
<tr>
<td>Award recommendation</td>
<td>April 2nd, 2020</td>
</tr>
</tbody>
</table>

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

F. CONTRACT TERM –

The successful bidder(s) shall be awarded a contract which will cover the length of the AMI installation project, see Appendix A, for the purchase, delivery, and offload of water meter lids. The contract period is the length of TPU’s AMI project. There are no contraction renewal options.

G. COMMITMENT OF FIRM KEY PERSONNEL –

The Respondent agrees that key personnel identified in its submittal or during contract negotiations as committed to this project will, in fact, be the key personnel to perform during the life of this contract. Should key personnel become unavailable for any reason, the selected Respondent shall provide suitable replacement personnel, subject to the approval of the City. Substantial organizational or personnel changes within the agency are expected to be communicated immediately. Failure to do so could result in cancellation of the Contract. Specific language pertaining to personnel substitution is contained within the sample contract in Appendix A.

H. PROPOSAL FORMAT AND PRESENTATION –

Respondents are encouraged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, wherever possible. Standard company brochures and resumes are allowed.

Submittals should be limited to 10 pages, double-sided, excluding any required forms.
I. CONFIDENTIAL OR PROPRIETARY INFORMATION

Information that is confidential or proprietary must be clearly marked on each affected page. 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. See section 1.06 of the Standard Terms and Conditions.

J. CONTENT TO BE SUBMITTED –
Respondents are to provide complete and detailed responses to all items below. Submittals that are incomplete or conditioned in any way that contain alternatives or items not called for in this RFB, or not in conformity with law, may be rejected as being non-responsive. The City will not accept any proposal containing a substantial deviation from the requirements outlined in this RFB.

Organization of the submittal shall follow the sequence of contents below so that essential information can be located easily during evaluation.

1. Describe your company’s ability to provide the service.

2. Describe past projects.

3. Provide three client references able to verify the firm’s overall expertise for this type of work. The references must have worked with the firm within the last five years. Provide complete information such as name of company, contact person, address, phone number, fax number and email address.

4. Sustainability
Provide information on your company’s commitment to the environment. Include your sustainability statement and current practices.

5. Required Form
   - Signature Page
   - Vendor Questionnaire

K. AWARD

Award will be made to the lowest responsive, responsible bidder(s). Bidders may bid on one or more line items. Bidders are to provide a unit and total price for the line items they are bidding. The line items will be added up and 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 a purchase order. The final award decision will be based on the best interests of the City.
The City reserves the right to give a purchase order to the lowest responsible bidder(s) whose bid(s) will be the most advantageous to the City, price and any other factors considered, as described in Paragraph 1.20 of the Standard Terms and Conditions.

L. ENVIRONMENTALLY PREFERABLE PROCUREMENT.

In accordance with the City’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 manage reduction plans
- Potential impact on human health and the environment

Delivery of Products and Services – Idling Prohibited: Vehicles and/or diesel fuel trucks shall not idle at the time and location of the delivery to the City for more than three minutes. The City requires vendors 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 a vehicle is making deliveries and associated power is necessary; when the engine is used to provide power in another device, and if required for proper warm-up and cool-down of the engine. The City of Tacoma has a commitment to reduction of unnecessary fuel emissions. The City intends to improve 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. (Per Policy 3.03)

M. PRICING
Unit or lump sum prices shall be all inclusive and bid as FOB destination, freight pre-paid and allowed. Surcharges of any type will not be allowed. Pricing shall be fixed throughout the term of the contract.

The bid pricing shall include costs of bid preparation and servicing of the account.

Price increases shall only be considered during the contract period if detailed justification is provided to show an increase in production or distribution costs in the time since the start of the contract, based on the following:

1. Any request for increase may be evaluated against the Producer Price Index (https://www.bls.gov/ppi/#tables); state/federal regulations affecting production costs of the materials; volatile commodity market conditions; or minimum wage adjustments.
2. Any proposed price increase to contract line items must be beyond the control of the vendor and supported by written documentation from the manufacturer or wholesale distributor, indicating new higher cost adjustments in effect.
3. Price increases will be adjusted only to the amount of cost increase to vendor.
4. No adjustment will be made for vendor profit margin.
5. TPU water may, at its discretion, reject a request for price increase and rebid the line item.
6. The vendor shall maintain deliveries at the original contract price for at least 45 days following a request for a price increase, to allow time for contract adjustments or rebidding.

N. BID OPENING

Bidders shall note that unit prices for individual line items will not be read aloud at the bid opening. Unlike previous bid openings, only the TOTAL for each bidder will be read aloud.

O. SMALL BUSINESS ENTERPRISE (SBE) PROGRAM INFORMATION

The City’s SBE program information is included in this specification. Participation in the program is encouraged and up to five points have been established in the Evaluation process. Respondents are to submit with their proposal the SBE Questionnaire and the Prime Contractor’s Pre-Work Form with your proposal.
SECTION 2 –
SPECIAL AND TECHNICAL PROVISIONS
These special provisions cover the purchase of water meter box lids for the City of Tacoma, Department of Public Utilities, Water Division (Tacoma Water).

A. ESTIMATED QUANTITIES

The Bidder shall base their unit price on the estimated quantities shown on the attached bid proposal sheets. These quantities are provided as estimates only. The actual purchased quantities may fluctuate by up to 10%. Deliveries scheduled in accordance with Appendix A.

B. QUALITY

Tacoma Water personnel may reject meter box lids if they do not meet specific specifications called out in the technical section or if product is found to be defective or unacceptable for use. Acceptance or rejection of meter box lids will be solely at the discretion of Tacoma Water personnel.

The Vendor agrees to be completely responsible for all costs and losses resulting from rejection of meter box lids. The Vendor shall make arrangements for removal of rejected meter box lids from Tacoma Water or installers (TBD) premises. The Vendor shall defend, indemnify, and hold harmless Tacoma Water from any claim, loss, or damage occasioned by rejected meter box lids subsequent to verbal or written notice by Tacoma Water to the Vendor of such rejected lids. The Vendor shall make arrangements to remove rejected meter box lids within a reasonable time after notice is given. The Vendor will replace any rejected meter box lids within a reasonable time at no extra expense to Tacoma Water.

Upon award and prior to a purchase order being issued, the Vendor shall furnish a product data sheet for each meter box lid to be supplied.

C. DELIVERY

Deliveries of meter box lids shall be on as specified in Appendix A. Deliveries will be accepted between the hours of 8:30 a.m. and 3:30 p.m. only, Monday through Friday. No deliveries will be accepted outside of these hours or on Saturdays, Sundays, or Cities recognized holidays.

Vendor shall acknowledge the criticality of timely deliveries specified in Appendix A as Tacoma’s installation program for the A.M.I. project will be impacted. If delivery is delayed beyond the scheduled delivery time, Tacoma Water may deduct liquidated damages as described in Section 5 of the Special Provisions. Failure to meet agreed-upon delivery time may result in a termination of the contract.

This is a requirements contract. The quantities shown on the Bidding Sheet are the Tacoma Water’s best estimate of the anticipated annual usage during the duration of the AMI project.
It is possible, however, that for any or all individual items these quantity may vary. Orders will be placed on an “as needed” basis. All items shall be delivered on pallets or in containers. Any shipment received in bad order will be refused and/or cost of unloading such a shipment will be charged to the Vendor.

Vendor is expected to maintain sufficient meter box lids on hand to meet deliveries times and quantity spelled out in Appendix A. In the event any shipment or shipments of a Vendors product does not meet the specification or delivery requirements, Tacoma Water may reject the shipment or shipments and, at its option, may purchase this material from any supplier on the open market who can meet Tacoma Water’s specification requirements or Tacoma Water may demand immediate replacement by Vendor of the non-conforming product. Any costs over and above the original contract price will be charged back to the Vendor.

The Vendor shall be fully responsible for the safe delivery of the meter box lids in accordance with all local, state, and federal laws as well as the requirements stated within these bid documents. The delivery vehicle shall meet all Federal and Washington State Department of Transportation requirements.

Two business days prior to the arrival of any deliveries, the Vendor must provide the following information for each delivery to the Tacoma Water Warehouse operator-on-duty at the applicable, phone numbers or email address that will be provided after contract award:

1. Name of Transportation Company
2. Name of Driver and Driver’s License Number
3. Vehicle and Trailer License Plate Number
Upon arrival at the location TBD, the truck driver shall present to onsite personnel the following items:

1. Packing Slip, stating the following:
   a. Tacoma Public Utilities (TPC) P.O. number
   b. T.P.U. material identification number.
   c. Name of the meter box lids, type, applicable model numbers and specific quantities
   d. Specific quantities

2. Bill of Lading, stating the following:
   a. Net weight and content of meter lids contents
   b. Name and address of the Supplier and/or manufacturer
   c. Lot code (e.g., rail car number or container number)
3. Machine-stamped Certificate of Weight and Measure, stating the following:

a. gross weight, tare weight, and net weight in pounds for the cargo trailer

b. truck number, trailer number, and transportation company name

c. time and date

The transfer of meter box lids from the cargo trailer shall be the responsibility of Tacoma Water installer. The Vendor will coordinate with Installer to facilitate the offloading.

D. LIQUIDATED DAMAGES

It will be understood that time is of the essence in the Vendors performance. For each day that delivery is delayed beyond the scheduled delivery time, Tacoma Water may deduct payment due to or to become due to the vendor for the delivered price of the meter boxes lids. In the event of unexcused delays that extend beyond one calendar week (7 days) and are not considered unavoidable, the Vendor agrees to pay and/or authorize Tacoma Water to deduct from any sum due or to be due to the Vendor the sum of $ 10,000 for each calendar day that the material is not delivered beyond the times stipulated in Appendix A. This sum shall be considered not as a fine or penalty, but as liquidated damages, which Tacoma Water will suffer by reason of the failure of the Vendor to perform and deliver water meter box lids within the period herein fixed or such extensions of said period as may be allowed by reason of unavoidable delay. Any deduction or payment shall not in any way release the Vendor from any further or other obligations and liabilities with respect to the Vendors performance of the entire contract.

E. PAYMENT

Payments will be made regularly against invoices submitted by the Vendor for meter box lids delivered according to the rate based off the Vendors bid submittal. The total price charged to Tacoma Water shall be the product of the unit price and the quantity delivered. No other fees or surcharges – including minimum delivery charges, fuel surcharges, or any other surcharges – shall be billed to Tacoma Water.
Each invoice shall be clearly marked with the identification number of the corresponding bill of lading. Units of measure used on invoices shall match those used on the bills of lading and the units used in the contract. Meter box lids shall be the basis for Vendor invoices, and invoice quantities shall reflect parameters indicated on the Certificate of Analysis. Invoices shall include the department name, identification number, order number, shipment date, delivery address, manufacturer product identification, quantity delivered, and contracted price. If payments are being processed through the City's Procurement Card program, all invoices will be emailed.

NOTE: Incomplete invoicing will not be accepted; vendor will be required to correct and resubmit.

F . TECHNICAL PROVISIONS

These technical provisions cover the purchase of water meter box lids for the City of Tacoma, Department of Public Utilities, Water Division (Tacoma Water).

The vendor shall deliver meter box lids evenly positioned, plastic wrapped on pallet segregated by size, type and each lid will be barcoded in systematic order. All meter box lids will be required to have the following specifications:

A. Meter box lids shall be of high impact polymer construction composite material, slip resistant and rated for 20K loading (20,000 lbs.).
B. Meter box lids shall have non-skid surface with minimum coefficient of friction of 0.5 for the life of the cover. This coefficient of friction shall be achieved without the use of coatings applied after fabrication.
C. Each meter box lid shall be made to fit neatly over the box opening without rocking or binding and fit flush with the top of the box, clearance (not to exceed) 1/8”.
D. All meter box lids (unless otherwise directed) shall have an AMI probe hole which shall be recessed and capable of fitting Sensus 520M Single Port Smart Point which will meet ADA requirements for tripping. Appendix A. For location of AMI probe hole see Appendix A.
E. All meter box lids will be clearly marked with the Tacoma Water Logo location to be determined after contract award.
F. Lids shall contain a lifting slot location to be determined after contract award.
G. Tacoma Water will inspect material after its arrival at the delivery point. If the acceptance quality limit (A.Q.L.) rejection rate exceed 1.5, all meter box lids delivered will be rejected. Vendor is solely responsible for ensuring the material arrives at the City's ship-to location free of defects and manufactured in strict conformance with the specifications.
H. All meter box lids shall have a minimum one year warranty from date of installation.
I. All meter box lids must be locatable with metal detector and non-buoyant.
J. Please supply a copy of all test results using ASTM test method for the Fogtite # 3 or B9x meter box lid replacement you will be submitting.
1. Load testing
2. Work static coefficient surface friction
3. UV stabilizer
4. Flexural strength
5. Density
6. Resistance of plastics to chemical reagents
APPENDIX A

Signature Page
Price Proposal Form
Sample Contract
Vendor Questionnaire
SIGNATURE PAGE
CITY OF TACOMA
TACOMA PUBLIC UTILITIES - TACOMA WATER

All submittals must be in ink or typewritten and must be executed by a duly authorized officer or representative of the bidding/proposing entity. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

Submittals will be received and time stamped only at the City of Tacoma Procurement & Payables Division, located in the Tacoma Public Utilities Administration Building North, 4th Floor, at 3628 South 35th Street, Tacoma, WA 98409. See the Request for BIDS page near the beginning of the specification for additional details.

REQUEST FOR PROPOSALS NO. WA20-0115F
AMI METER BOX LID PROCUREMENT

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 into Contracts for Bidder/Proposer Date

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

E-Mail Address

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


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

Addendum acknowledgement #1_____ #2_____ #3_____ #4_____ #5_____ THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.
PRICE PROPOSAL SHEETS

The vendor hereby agrees to furnish water meter box lids during the duration of the A.M.I. project as outline in Appendix A and in strict accordance with the specifications provided. Vendors may bid on one or more-line items. Vendors are expected to disclose and attach all information that is pertinent to their bid submittal.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>NUMBER OF LIDS</th>
<th>DESCRIPTION</th>
<th>UNIT OF MEASURE</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>67,500</td>
<td>Water Meter Box Lids Replacement for Fogtite #3</td>
<td></td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>2</td>
<td>2,300</td>
<td>Water Meter Box Lids Replacement for Fogtite #4</td>
<td></td>
<td>$_______</td>
<td>$_________</td>
</tr>
<tr>
<td>3</td>
<td>22,000</td>
<td>Water Meter Box Lids Replacement for Lundberg</td>
<td></td>
<td>$_______</td>
<td>$_________</td>
</tr>
</tbody>
</table>

Sales Tax 10.2% $_________

TOTAL $_________

All pricing shall be based on delivery FOB Destination

Prompt Payment Discount, %_______ days, net 30. Payment discount periods of twenty 20 calendar days or more will be considered in determining lowest responsible bid.

Would you accept the City's procurement card (VISA) as a form of payment?
__Yes _______No

***If you answered yes to the last two questions, please describe and submit information with your bid submittal.
This Contract is made and entered into effective this _____ day of ,20 _______, (“Effective Date”) by and between the City of Tacoma, a Municipal Corporation of the State of Washington (“City”), and legal name of Supplier including type of business entity (“Contractor”).

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

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

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

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

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

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

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

IV. The total price to be paid by City for Contracts full and complete performance hereunder may not exceed: $     , plus any applicable taxes.

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

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

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

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

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

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

CITY OF TACOMA: CONTRACTOR:

By: By:

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

Director of Finance: ________________________________

City Attorney (approved as to form): ________________________________

Approved By: ________________________________

Approved By: ________________________________

Approved By: ________________________________

Approved By: ________________________________

Approved By: ________________________________

Approved By: ________________________________
Vendor Questionnaire

1. Over the last 5 years have you had at least 3 similar contracts in size to ours?
   Yes or No
   If yes can you supply us with references?

   ______________________________________________________
   ______________________________________________________
   ______________________________________________________

2. How many years has your firm been in the composite meter box manufacturing business?  Years________

3. Over the last three years on an annual average how many composite meter box lids were produced at your manufacturing facilities?

   Annual Average ______________________________________________________

4. During the 3 similar contracts referenced in question 1, was the rejection rate .05% or less?
   Yes________  No________

5. During the 3 similar contracts referenced in question 1, was the on-time delivery rate 98% or greater?
   Yes________  No________
### Attachment A: AMI Meter Box Lid Procurement Schedule

<table>
<thead>
<tr>
<th>Meter Box Lid Type and Count</th>
<th>Estimated Number of Meter Box Lids</th>
<th>Procurement Schedule</th>
<th>Working (Wks)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2,300 22,000 67,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water meter box lid procurement</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract development</td>
<td>1/31/2020 - 2/20/2020</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Notice RFB</td>
<td>2/19/2020 - 3/10/2020</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Questions to RFB</td>
<td>2/23/2020 - 3/7/2020</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Answers to RFB</td>
<td>3/8/2020 - 3/14/2020</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Vendor selection</td>
<td>3/14/2020 - 4/5/2020</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Contract neg. &amp; award</td>
<td>4/5/2020 - 5/2/2020</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Vendor Manufacturing + Fit Test</td>
<td>7/1/2020 - 9/15/2020</td>
<td>11</td>
<td></td>
</tr>
<tr>
<td>Order #1 Milestone Delivery - 10% Fogtite #4</td>
<td>8/5/2020 - 8/10/2020</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Order #2 Milestone Delivery - 25%</td>
<td>12/23/2020 - 12/29/2020</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Order #3 Milestone Delivery - 20%</td>
<td>3/31/2021 - 4/6/2021</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Order #4 Milestone Delivery - 20%</td>
<td>6/30/2021 - 7/6/2021</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Order #5 Milestone Delivery - 20%</td>
<td>9/29/2021 - 10/5/2021</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Order #6 Milestone Delivery - 5% Fogtite #4</td>
<td>12/29/2021 - 1/4/2022</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

** Please note that one month after contract award Tacoma Water will require 10 lids for fit testing.

** Please note that meter box lid deliveries are DUE on the finish date example (Order #1 Milestone Delivery - 10% is due in Tacoma WA 8/10/20).

*** Please note that these are estimated quantities.

Please note that all procurement schedule and delivery dates are subject to change.
APPENDIX B

Fogtite 3 Drawing
Fogtite 4 Drawing
Lundberg Drawing
The Contractor (Contractor) shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, the City of Tacoma (City) 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 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 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. The insurance must be written by companies licensed 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.

   1.3. 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. Policies of Insurance, such as Commercial General Liability or Commercial Auto Liability or Marine General Liability or Aircraft General Liability or Excess Liability, required under this Contract that name City as Additional Insured shall:

      1.4.1. Be considered primary and non-contributory for all claims.

      1.4.2. Contain a “Severability of Insureds”, “Separation of Interest”, or “Cross Liability” provision and a “Waiver of Subrogation” clause in favor of City.

   1.5. A Waiver of Subrogation in favor of City for General Liability and Automobile Liability.

   1.6. 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.

   1.7. Insurance policy(ies) shall be written on an “occurrence” form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security.

   1.8. 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.

   1.9. Contractor shall provide City notice of any cancellation or non-renewal of this required insurance within 30 calendar days.

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

   1.11. 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 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 by Contractor upon demand, or at the sole discretion of City, offset against funds due Contractor from City.

1.12. Contractor shall be responsible for all premiums, deductibles and self-insured retentions. All deductibles and self-insured retained limits shall be shown on the Certificates of Insurance. Any deductible or self-insured retained limits in excess of Ten Thousand Dollars ($10,000) must be approved by City Risk Management Division.

1.13. 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).

1.14. City 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 been expanded.

1.15. 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 to Contractor.

1.16. City, including its officers, elected officials, employees, agents, and authorized volunteers, and any other entities, as required by the Contract, shall be named as additional insured(s) by endorsement for all liability insurance policies set forth below. No specific person or department should be identified as the additional insured.

1.17. Contractor shall deliver a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor delivers the signed Contract for the work to City. Contractor shall deliver 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.

1.18. 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.

2. 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's request.

3. 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.

3.1. Commercial General Liability (CGL) Insurance
The CGL insurance policy must provide limits not less than One Million Dollars ($1,000,000) each occurrence and Two Million Dollars ($2,000,000) annual aggregate.

The CGL policy shall be written on an Insurance Services Office (ISO) form CG 00 01 (04-13) or its equivalent. Products and Completed Operations shall be maintained for a period of one year following final acceptance of the work. The CGL policy shall be endorsed to include:
3.1.1 A per project aggregate policy limit.
3.1.2 Contractual Liability - Railroad using ISO form CG 24 17 (10-01) or equivalent if Contractor is performing work within fifty (50) feet of a City railroad right of way.
3.1.3 City as additional insured using ISO form endorsements CG 20 10 (04-13) and CG 20 37 (04-13) or equivalent for ongoing and completed operations, or using ISO form endorsement CG 20 26 (04-13) or equivalent for Facility Use Agreements. Neither additional insured provisions within an insurance policy form, nor blanket additional insured endorsements will be accepted in lieu of the endorsements specified herein.

3.2 **Commercial Automobile Liability (CAL) Insurance**
Contractor shall obtain and keep in force during the term of the Contract, a policy of CAL insurance coverage, providing bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles.

Contractor must also maintain an MCS 90 endorsement or equivalent and a CA 9948 endorsement or equivalent if “Pollutants” are to be transported. CAL policies must provide limits not less than One Million Dollars ($1,000,000) each accident for bodily injury and property damage. Must use ISO form CA 0001 or equivalent.

3.3 **Workers’ Compensation**
Contractor shall comply with Workers’ Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states.

3.4 **Employers’ Liability (EL) (Stop-Gap) Insurance**
Contractor shall maintain EL 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.

3.5 **Excess or Umbrella Liability (UL) Insurance**
Contractor shall provide Excess or UL coverage at limits of not less than Five Million Dollars ($5,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer’s Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.

3.6 **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. The costs of such necessary and appropriate insurance coverage shall be borne by Contractor.

4. **CONTRACTOR**

As used herein, "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.
CITY OF TACOMA
STANDARD TERMS AND CONDITIONS
GOVERNS BOTH GOODS AND SERVICES AS APPLICABLE

In the event of an award by the City, these Terms and Conditions stated herein, Additional Contract Documents if issued, Solicitation if issued, Purchase Orders if issued by City, and Supplier's Submittal, if provided, shall constitute the Contract between City and Supplier for the acquisition of goods, including materials, supplies, and equipment or for the provision of services and deliverables.

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

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

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

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

1.01 SUPPLIER / CONTRACTOR

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

1.02 SUBMITTAL

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

1.03 FORMS OF SUBMITTAL

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

1.04 COSTS TO PREPARE SUBMITTAL

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

1.05 LICENSES/PERMITS

A. Suppliers, if applicable, must have a Washington state business license at the time of Submittal and throughout the term of the Contract. Failure to include a Washington state business license may be grounds for rejection of the Submittal or cancellation of contract award. Information regarding Washington state business licenses may be obtained at http://bls.dor.wa.gov.

B. Upon award, it is the responsibility of the Supplier to register with the City of Tacoma's Tax and License Division, 733 South Market Street, Room 21, Tacoma, WA 98402-3768, 253-591-5252, https://www.cityoftacoma.org/government/city_departments/finance/tax_and_license/. Supplier shall obtain a business license as is required by Tacoma Municipal Code Subtitle 6C.20.

C. During the term of the Contract, Supplier, at its expense, shall obtain and keep in force any and all necessary licenses and permits.
1.06 PUBLIC DISCLOSURE: PROPRIETARY OR CONFIDENTIAL INFORMATION

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

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

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

1.07 SUSTAINABILITY

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

B. The City encourages the use of environmentally preferable products or services that help to minimize the environmental and human health impacts of City operations. Suppliers are encouraged to incorporate environmentally preferable products or services into Submittals wherever possible. “Environmentally preferable” means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

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

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

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

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

1.09 CORRECTION OF AMBIGUITIES AND OBVIOUS ERRORS

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

B. Supplier shall notify the City of Tacoma Procurement and Payables Division in writing of any ambiguity, conflict, discrepancy, omission or other error in a Solicitation no later than five business days prior to the submittal deadline.

1. For solicitations conducted in SAP Ariba, Supplier shall notify the City of Tacoma Procurement and Payables Division on the message board of the event.

2. For all other solicitations, Supplier shall notify the contract person listed in the Solicitation.

C. The City will make necessary modifications by addendum.

D. Supplier is responsible for identifying ambiguities, conflicts, discrepancies, omissions or other errors in the Solicitation prior to providing its Submittal or the ambiguity, conflict, discrepancy, omission, or other error is waived. Any Submittal that includes assumed clarifications and/or corrections without the required authentication of the same is subject to rejection.

1.10 WARRANTIES/GUARANTEE

A. Suppliers warrant that all items, including services, as applicable:

1. Are merchantable.

2. Comply with the City's latest drawings and specifications.

3. Are fit for the City's intended use.

4. Will be performed according to the skill and care required by customarily accepted good practices and procedures followed by service providers rendering the same or similar type of service.

5. Are new and unused unless otherwise stated.

6. Comply with all applicable safety and health standards established for such products by the Occupational Safety and Health Administration (OSHA), Washington Industrial Safety and Health Act (WISHA) and/or Consumer Products Safety Act (CPSA), and all other applicable state and federal laws or agency regulations.

7. Are properly packaged and contain appropriate instructions or warnings, including applicable MSDS sheets.

1.11 PATENTS, TRADEMARKS AND COPYRIGHTS

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

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

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

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

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

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

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

1.14 **PARTNERSHIPS**

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

1.15 **WITHDRAWAL OF SUBMITTALS**

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

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

1.16 **ACCEPTANCE OF SUBMITTALS**

A. If the solicitation announcement so states, submittals, unless previously withdrawn, will be read aloud, irrespective of any irregularities or informalities in such submittal, at the time and place specified in the solicitation announcement.

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

1.17 **RIGHT TO REJECT**

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

1.18 **RESERVED RIGHTS**

A. By providing a submittal in response to a City solicitation, Supplier acknowledges and consents to the below City rights and conditions. With regard to this procurement process, the City reserves, holds without limitation, and may exercise, at its sole discretion, the following rights and conditions:

1. To terminate the procurement process or decide not to award a contract as a result thereof by written notice to the Suppliers for any reason whatsoever with or without substitution of another solicitation.

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

3. To issue addenda for any purpose including:

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

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

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

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

7. To select and interview a single finalist or multiple finalists to further the City's evaluation of Submittals provided in response to a Solicitation. The City may, in its sole and exclusive discretion as to what is in the City's best interest, elect not to conduct interviews of any or all Suppliers in connection with a solicitation process.

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

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

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

11. To not award one or more items.

12. To issue additional or subsequent solicitations.

13. To seek partnerships between one or more Suppliers.

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

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

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

17. If an award is made and, prior to entering into a contract, subsequent information indicates that such award is not in the best interest of the City, the City may rescind the award without prior notice to Supplier and either award to another Supplier or reject all submittals or cancel this solicitation.

18. To cancel award of a contract at any time before execution of the Contract by both parties if cancellation is deemed to be in the City's best interest. In providing a submittal, Suppliers agree that the City is not liable for any costs or damages for the cancellation of an award. Supplier assumes the sole risk and responsibility for all expenses connected with the preparation of its submittal.

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

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

1.19 SUBMITTAL CLARIFICATION

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

1.20 EVALUATION OF SUBMITTALS

A. The City of Tacoma reserves the right to award to the lowest and best responsible Supplier(s) delivering a Submittal in compliance with the Solicitation, provided such Submittals are reasonable and are in the best interest of the City to accept. The City may use a number of criteria for determining award, including evaluation factors set forth in Municipal Code Section 1.06.262. Suppliers who are inexperienced or who fail to properly perform other contracts may have their submittal rejected for such cause.
1. Evaluation Factors. In addition to the factors set forth in Municipal Code Section 1.06.262, the following may be used by the City in determining the lowest and best responsible Submittal:
   a. Compliance with a Solicitation and with applicable City requirements, including by not limited to, the City’s Ethics Code and its Small Business Enterprise and Local Employment and Apprenticeship programs.
   b. Submittal prices, listed separately if requested, as well as a lump sum total (if the unit price does not compute to the extended total price, the unit price shall govern).
   c. The total cost to the City, including all applicable taxes, may be the basis for contract award.
   d. Time of delivery and/or completion of performance (delivery date(s) offered).
   e. Warranty terms.
   f. Quality of performance of previous contracts or services, including safety requirements and past compliance with the City’s Ethics Code.
   g. Previous and existing compliance with laws and ordinances relating to contracts or services.
   h. Sufficiency of financial resources.
   i. Quality, availability, and adaptability of the supplies or services to the particular use required.
   j. Ability to provide future maintenance and service on a timely basis.
   k. Location of nearest factory authorized warranty repair facility or parts dealership.
   l. Ability, capacity, experience, stability, reputation, integrity, character, judgment, technical qualifications, and skill to perform the contract or provide the services required.

2. Prompt Payment Discount. Payment discount periods of 20 calendar days or more, if offered in the submittal, will be considered in determining the apparent lowest responsible submittal. Discounts will be analyzed in context of their overall cumulative effect.
   a. ePayable/Credit Card Acceptance. Submittals offering ePayable/Credit card acceptance may be compared against submittals offering a prompt payment discount to evaluate the overall cumulative effect of the discount against the advantage to the City of the ePayable/Credit card acceptance, and may be considered in determining the apparent lowest responsible submittal.

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

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

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

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

1.24 LEGAL HOLIDAYS
   A. The City of Tacoma observes the following holidays, which shall apply to performance of all contracts:
      New Year’s Day January 1
      Martin Luther King’s Birthday 3rd Monday in January
Washington's Birthday  3rd Monday in February
Memorial Day       Last Monday in May
Independence Day   July 4
Labor Day          1st Monday in September
Veteran's Day      November 11
Thanksgiving Day   4th Thursday of November
Day after Thanksgiving  4th Friday of November
Christmas Day      December 25

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

1.25 CONTRACT TERM

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

1.26 EXTENSION OF CONTRACT

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

1.27 TERMINATION AND SUSPENSION

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

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

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

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

1.28 DEFAULT/BREACH

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

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

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

C. Expansion Clause. A Contract may be further expanded in writing to include other related services or
   products normally offered by Supplier, as long as the price of such additional services or products have
   a profit margin equal to or less than that in place at the time of original submittal. Such additions and
   prices will be established in writing. New items not meeting these criteria will not be added to the
   Contract. Supplier profit margins are not to increase as a result any such expansion.
1.29 SCOPE OF SERVICES
Supplier agrees to diligently and completely perform the services required by a Contract.

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

1.31 PREVAILING WAGES
A. If federal, state, local, or any applicable law requires Supplier to pay prevailing wages in connection with a Contract, and Supplier is so notified by the City, then Supplier shall pay applicable prevailing wages.
B. If applicable, a Schedule of Prevailing Wage Rates for the locality or localities where the Contract will be performed is attached and made of part of the Contract by this reference. If prevailing wages do apply to the Contract, Supplier and its subcontractors shall:
   1. Be bound by the provisions of Chapter 39.12 RCW, as amended, relating to prevailing wages and usual fringe benefits,
   2. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule, and
   3. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages must be submitted by Contractor and its subcontractors to the City, in the manner requested by the City, prior to any payment by the City hereunder, and an Affidavit of Wages Paid must be received or verified by the City prior to final Contract payment.

1.32 CONTRACT PRICING
A. Submitted prices shall include costs of submittal preparation, servicing of the account, all contractual requirements during contract period such as transportation, permits, insurance costs, bonds, labor, wages, materials, tools, components, equipment, and appurtenances necessary to complete the work, which shall conform to the best practice known to the trade in design, quality, material, and workmanship.
B. Surcharges of any type will not be paid.
C. If applicable, related additional products and corresponding services of benefit to the City not specifically required in a solicitation, but which Supplier offers to provide, may be included with the submittal. Supplier may request to add new products if the City approves them and Supplier can demonstrate the pricing is from the same pricing structure/profit margin.
D. Unless specifically stated otherwise, only firm prices will be accepted and all prices shall remain firm during the term of a Contract.
E. Price increases may at City’s discretion be passed along during a contract period if the increase is mandated by statute, or the result of a tariff.
F. By submitting prices, Supplier warrants prices equal to or better than the equivalent prices, terms, and benefits offered by Supplier to any other government unit or commercial customer.
G. Should Supplier, during the term of a Contract, enter into any other contract, agreement or arrangement that provides lower prices, more favorable terms or greater benefits to any other government unit or commercial customer, the Contract with the City shall thereupon be deemed amended to provide the same price or prices, terms and benefits to the City. This provision applies to comparable products and purchase volumes by the City that are not less than the purchase volumes of the government unit or commercial customer that has received the lower prices, greater benefits, or more favorable terms.
H. If at any time during the term of the Contract, Supplier reduces prices to other buyers purchasing approximately the same quantities stated on the Contract, Supplier will immediately notify the City purchasing manager of such fact, and the price(s) for future orders under the Contract shall be reduced accordingly.
I. The City is entitled to any promotional pricing during the Contract period.
J. Price decreases shall be immediately passed on to the City.
K. The City reserves the right to increase or decrease the quantities of any item awarded pursuant to the Contract and pay according to the unit prices quoted in the submittal with no adjustments for anticipated profit.

1.33 APPROVED EQUALS WHEN ALTERNATES ARE ALLOWED

A. Unless an item is indicated as "no substitute," special brands, when named, are intended to describe the standard of quality, performance, or use desired. Equal items will be considered by the City, provided that Supplier specifies the brand and model, and provides all descriptive literature, independent test results, specification sheets, schematic drawings, photographs, product samples, local servicing, parts availability, etc., to enable the City to evaluate the proposed equal. Performance testing in the field may be required.

B. The decision of the City as to what items are equal shall be final and conclusive. If the City elects to purchase a brand represented by Supplier to be an "equal," the City's acceptance of the item is conditioned on the City's inspection and testing after receipt. If, in the sole judgment of the City, the item is determined not to be an equal, the item shall be returned at Supplier's expense.

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

1.34 RISK OF LOSS, SHIPPING AND DELIVERY

A. Shipping. Prices must be quoted FOB destination (the place of destination as defined in RCW 62A.2-319, as that statute may hereafter be amended), with freight prepaid and allowed (shipping costs included in unit prices), and risk of loss remaining with Supplier until delivery is tendered.

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

1.35 DELIVERY OF PRODUCTS AND PROVISION OF SERVICES – IDLING PROHIBITED

A. The City of Tacoma has a commitment to reduction of unnecessary fuel emissions and improving air quality by reducing unnecessary air pollution from idling vehicles. Limiting car and truck idling supports cleaner air, healthier work environments, the efficient use of city resources, the public's enjoyment of City properties and programs, conservation of natural resources, and good stewardship practices.

B. Vehicles and/or diesel fuel trucks shall not idle at the time and location of the delivery to the City of Tacoma for more than three minutes. The City requires contractors to utilize practices that reduce fuel consumption and emission discharge, including turning off trucks and vehicles during delivery of products to the City. Exceptions to this requirement include when associated power is necessary to make a delivery or provide the service, when the engine is used to provide power to another device, and when a running engine is required for proper warm-up and cool-down of the engine.

1.36 PACKING SLIPS AND INVOICES

A. Each invoice shall show City of Tacoma purchase order number, release number if applicable, quantity, unit of measure, item description, unit price and extended price for each line if applicable, services and deliverables provided if applicable. Line totals shall be summed to give a grand total to which sales tax shall be added, if applicable.

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

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

C. Packing slips and shipping notices shall be sent to the specific City Division or Department receiving the item(s) at the address stated in City's Solicitation or as otherwise stated in the Contract and include
complete description of items, contents of items if crated or cased, quantity, shipping point, carrier, bill of lading number and City of Tacoma purchase order.

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

1.37 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperation Act RCW 39.34 provides that other governmental agencies may purchase goods and services based on the Contract with the City in accordance with the terms and prices of the Contract if all parties are agreeable. Each public agency shall formulate a separate contract with Supplier, incorporating the terms and conditions of the Contract with the City of Tacoma. The City shall incur no liability in connection with such contracts or purchases by other public agencies thereunder. It will be Supplier’s responsibility to inform such public agencies of the Contract with the City. Supplier shall invoice such public agencies as separate entities.

1.38 TAXES

A. Unless otherwise stated, applicable federal, state, City, and local taxes shall be included in the submittal and in contract as indicated below. As used herein, the term “taxes” shall include any and all taxes, assessments, fees, charges, interest, penalties, and/or fines imposed by applicable laws and regulations in connection with the procurement of goods and/or services hereunder.

1. Federal Excise Tax. The City of Tacoma is exempt from federal excise tax. The City will furnish a Federal Excise Tax Exemption certificate, if required. If Supplier fails to include any applicable tax in its submittal, then Supplier shall be solely responsible for the payment of said tax.

2. State and Local Sales Tax. The City of Tacoma is subject to Washington state sales tax. It is Supplier’s obligation to state the correct sales tax percentage and include the applicable Washington state, city and local sales tax as a separate line item(s) in the submittal.

3. City of Tacoma Business and Occupation Tax. It is Supplier’s obligation to include City of Tacoma Business and Occupation tax in the unit and/or lump sum prices submitted; it shall not be shown separately on the submittal. Per Sub-Title 6A of the City of Tacoma Municipal Code, transactions with the City of Tacoma may be subject to the City’s Business and Occupation Tax.

B. Any or All Other Taxes. Any or all other taxes are the responsibility of Supplier unless otherwise required by law. Except for state sales tax, Supplier acknowledges that it is responsible for the payment of all taxes applicable to the Contract and Supplier agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law.

C. If the City is assessed, made liable, or responsible in any manner for taxes contrary to the provisions of the Contract, Supplier agrees to hold the City harmless from such costs, including attorney’s fees. In the event Supplier fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, other than those taxes the City is required to pay, then Supplier authorizes the City to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from Supplier’s total compensation.

1.39 COMPENSATION

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

B. Payment(s) made in accordance with the Contract shall fully compensate Supplier for all risk, loss, damages or expense of whatever nature, and acceptance of payment shall constitute a waiver of all claims submitted by Supplier.

1.40 PAYMENT TERMS

A. Payment shall be made through the City’s ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
The City may withhold payment to Supplier for any services or deliverables not performed as required hereunder until such time as Supplier modifies such services or deliverables to the satisfaction of the City.

B. Invoices will not be processed for payment, nor will the period of cash discount commence, until all invoiced items are received and satisfactory performance of the Contract has been attained. Upon CITY’S request, Supplier shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.

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

A. Payment methods include:

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

   a. Straight-through processing (buyer initiated). Immediate, exact payments directly deposited to supplier accounts by the City’s provider bank; the supplier does not need to know card account details.
   b. Supplier retrieves card account through the secure, on-line portal provided via email notifications sent by the City’s commercial card provider.

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

   a. Suppliers must be PCI-DSS compliant (secure credit card data management) and federal FACTA (sensitive card data display) compliant.
   b. Suppliers must be set up by their card processing equipment provider (merchant acquirer) as a minimum of a Level II merchant with the ability to pass along tax, shipping and merchant references information.

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

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

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

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

1.42 NOTICES

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

1.43 INDEPENDENT CONTRACTOR STATUS

A. Supplier is considered an independent contractor who shall at all times perform his/her duties and responsibilities and carry out all services as an independent contractor and shall never represent or construe his/her status to be that of an agent or employee of the City, nor shall Supplier be eligible for any employee benefits. No payroll or employment taxes or contributions of any kind shall be withheld or paid by the City with respect to payments to Supplier. Supplier shall be solely responsible for all said payroll or employment taxes and/or contributions including, but not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. If the City is assessed, made liable or responsible in any manner for such taxes or contributions, Supplier agrees to indemnify and hold the City harmless from all costs incurred, including attorney fees.
B. Unless otherwise specified in writing, Supplier shall provide at its sole expense all materials, working space, and other necessities and instruments to perform its duties under the Contract. Supplier, at its sole expense, shall obtain and keep in force any and all applicable licenses, permits and tax certificates necessary to perform the Contract.

1.44 NONDISCRIMINATION
Supplier agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. Supplier shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental, or physical handicap. In the event of non-compliance by Supplier with any of the non-discrimination provisions of the Contract, the City shall be deemed to have cause to terminate the Contract, in whole or in part.

1.45 FEDERAL, STATE, AND MUNICIPAL LAWS AND REGULATIONS
Supplier shall comply with all federal, state, municipal, and/or local laws and regulations in the performance of all terms and conditions of the Contract. Supplier shall be solely responsible for all violations of the law from any cause in connection with its performance of work under the Contract.

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

1.47 REPORTS, RIGHT TO AUDIT, PERSONNEL
A. Reports. Supplier shall, at such times and in such form as the City may reasonably require, furnish the City with periodic status reports pertaining to the services undertaken or goods provided pursuant to the Contract.

B. Right to Audit. Upon City’s request, Supplier shall make available to City all accounts, records and documents related to the scope of work for City’s inspection, auditing, or evaluation during normal business hours as reasonably needed by City to assess performance, compliance and/or quality assurance under the Contract or in satisfaction of City’s public disclosure obligations as applicable.

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

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

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

1.49 INDEMNIFICATION – HOLD HARMLESS
A. Supplier agrees to indemnify, defend, and hold harmless the City of Tacoma, its officers, agents and employees, from and against any and all liability which may accrue to or be sustained by the City of Tacoma for any claim, suit or legal action made or brought against the City for the death of or injury to persons (including Supplier's or subcontractor's employees), or damage to property involving Supplier or subcontractor(s) and their employees or agents, or for any other cause arising out of and in
connection with or incident to the performance of the Contract, except for injuries or damages caused by the sole negligence of the City. In this regard, Supplier recognizes it is waiving immunity under Industrial Insurance Law, Title 51 RCW. This indemnification includes attorney’s fees and the cost of establishing the right to indemnification hereunder in favor of the City of Tacoma. By Supplier’s acceptance of this order, he/she agrees that this subsection has been mutually negotiated.

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

1.50 CONFLICT OF INTEREST

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

1.51 CITY OWNERSHIP OF WORK/RIGHTS IN DATA/PUBLICATIONS

A. To the extent that Supplier creates any work subject to the protections of the Copyright Act (Title 17 U.S.C.) in its performance of a Contract, Supplier agrees to the following: The work has been specially ordered and commissioned by the City. Supplier agrees that the work is a “work made for hire” for copyright purposes, with all copyrights in the work owned by City. To the extent that the work does not qualify as a work made for hire under applicable law, and to the extent that the work includes material subject to copyright, Supplier hereby assigns to City, its successors and assigns, all right, title and interest in and to the work, including but not limited to, all copyrights, patent, trade secret and other proprietary rights, and all rights, title and interest in and to any inventions and designs embodied in the work or developed during the course of Supplier’s creation of the work.

B. Supplier shall be solely responsible for obtaining releases and/or licenses for the reproduction, distribution, creation of derivative works, performance, display, or other use of copyrighted materials. Should Supplier fail to obtain said releases and/or licenses, Supplier shall indemnify, defend, and hold harmless the City for any claim resulting there from.

1.52 DUTY OF CONFIDENTIALITY

Supplier acknowledges that unauthorized disclosure of information or documentation concerning the Scope of Work hereunder may cause substantial economic loss or harm to the City. Except for disclosure of information and documents to Supplier’s employees, agents, or subcontractors who have a substantial need to know such information in connection with Supplier’s performance of obligations under the Contract, Supplier shall not without prior written authorization by the City allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to a Contract.

1.53 DISPUTE RESOLUTION

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

1.54 GOVERNING LAW AND VENUE

A. Washington law shall govern the interpretation of the Contract. The state or federal courts located in Pierce County Washington shall be the sole venue of any mediation, arbitration, or litigation arising out of the Contract.

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

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

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

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

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