



# CITY OF TACOMA

Page 1 of 8

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**Destination, Freight Prepaid and Allowed**

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plainly marked with this

## REQUEST FOR QUOTATION 6000050330

**Return Bids By 11:00 AM, 04/15/2021  
to: [sendbid@cityoftacoma.org](mailto:sendbid@cityoftacoma.org)**

Erica Pierce  
ABN 4th Floor NE  
3628 South 35th Street  
Tacoma WA 98409  
Ph. 253 502 8332  
Fax.253 502 8372

**Material will ship to:**

Tacoma Fire Department  
3401-B South Orchard  
Tacoma, WA 98466-6824

### RFQ Information

Collective Bid #	FD21-0502N
Bid Issue Date	04/09/2021
Vendor Number	109226 WEB VENDOR FOR RFQ

### Vendor Information (vendor to complete)

Firm Name:	
Address:	
City/State/Zip	/ /
Phone/Fax	/
E-Mail	
Contact Name	
Payment Terms	%, days (e.g. 2% 10,N30)
Tacoma Bus. Lic. #	
Taxpayer ID #	

### SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS BID

x \_\_\_\_\_ DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
NAME : \_\_\_\_\_  
TITLE : \_\_\_\_\_

Item #	Material# Description	Delivery Date	QTY	UM	Net Price	Total
	<p>The City of Tacoma is soliciting bids for a one (1) year contract to provide PPE Supplies including Masks, Gloves, Respirators, and Respirator cartridges on an as-needed basis for the period of May 3, 2021 # May 2, 2022.</p> <p>Due to the nature of the items needed, delivery dates must be 10 business days from the date of an order placed # no backorders are permitted. Department will not issue a blanket PO to secure lot of goods. It is recommended that vendor either keep stock of items in anticipation of Department needs or call Department as items are available to check on anticipated needs. The quantities shown are estimate only for annual consumption and not a guarantee for any particular dollar or unit volume.</p> <p>Materials must be new and unused.</p> <p><b>**No substitutes are allowed. Substitute items will be returned at vendor's expense.**</b></p> <p>ONLY FIRM PRICES WILL BE ACCEPTED FOR THE FIRST YEAR OF THE CONTRACT.</p>					



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	<p>IF AFTER THE FIRST YEAR OF THE CONTRACT THE CITY CHOOSE TO EVALUATE THE POSSIBLE EXTENSION OF THE CONTRACT, PLEASE LIST BELOW THE MAXIMUM PERCENTAGE PRICE ESCALATION THAT WOULD BE OFFERED.</p> <p>Year 2 _____%</p> <p>Year 3 _____%</p> <p>Year 4 _____%</p> <p>Year 5 _____%</p> <p>ALL PRICE ESCALATIONS QUOTES FOR YEARS 2 THROUGH 5 SHALL BE A PERCENTAGE INSURANCE OF THE PREVIOUS YEARS PRICE.</p> <p>Multiple contracts may be awarded from this bid although the preference is for one contract on all items. Only firm pricing will be accepted.</p> <p>NOTE: On the attached general terms and conditions, item # 9 does not apply to these stock items on this bid. Any equivalents submitted on this bid will be evaluated by the Material Evaluation Committee at a later date for future contracts.</p> <p>Any bidder may be notified to clarify their bid proposals. This action shall not be construed as negotiations or an indication of intentions to award. The bidder must be able to provide the information within two (2) business days.</p> <p>All bid pricing shall be FOB Destination, freight prepaid and included in the unit price.</p> <p>Updated Products: During the contract term, if items on the contract are being replaced and updated by the manufacturer, the supplier may submit the manufacturer information, technical specifications and pricing to the Purchasing Division for consideration. The supplier shall provide this updated product information to the Purchasing Division as soon as it becomes available by the manufacturer. If the replacement product is not approved, the vendor will be notified and the current item</p>					



# CITY OF TACOMA

Page 3 of 8

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Item #	Material# Description	Delivery Date	QTY	UM	Net Price	Total
	<p>on the contract will be removed.</p> <p>Additional Products: The City of Tacoma reserves the right to add additional products with mutual agreement of the supplier as long as the same pricing structure/discount percentage applies, as given in the original contract.</p> <p>The City has an interest in measures used by its suppliers to ensure sustainable operations with minimal adverse impact on the environment. Please state whether your firm has a formal sustainability program or policy and, if so, please submit a copy with your proposal.</p> <p>Any sustainability program should address recycling, re-use of materials, and reduction of waste. Please list measures such as alternative fuel vehicles, recycling measures, and energy reduction measures used by your firm in its operations.</p> <p>Other governmental entities in the State of Washington could potentially enter into contracts with the successful bidder(s) based on the same terms and conditions, through Interlocal Cooperative Purchasing provisions. The estimated usage listed in this solicitation does not include any Interlocal Cooperative usage, nor is it guaranteed.</p> <p>Please extend net price and provide net total value. All bid pricing shall be FOB Destination, freight prepaid and included in the unit price.</p> <p>Minimum order quantities not matching the amounts shown may not be accepted.</p> <p>***The City of Tacoma will accept e-mailed bid submittals sent to <a href="mailto:sendbid@cityoftacoma.org">sendbid@cityoftacoma.org</a> for this solicitation. Please include the Collective Bid Number, FD21-0502N in the subject line of your e-mail.</p> <p>Submittals may be e-mailed to <a href="mailto:sendbid@cityoftacoma.org">sendbid@cityoftacoma.org</a> for this solicitation.</p> <p>Please include the Collective Bid Number, FD21-0502N, in the subject line of your e-mail.</p> <p>Bids are subject to the submittal deadline noted in the bid solicitation document. The time of e-mail receipt will be considered as the time of submittal. The City accepts no responsibility for transmission errors.</p>					



# CITY OF TACOMA

Page 4 of 8

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## REQUEST FOR QUOTATION 6000050330

Item #	Material# Description	Delivery Date	QTY	UM	Net Price	Total
10	<p>We are unable to verify receipt of submittals due to the large volume of submittals received.</p> <p>Substitutions will not be approved at the time of the bid awarding. If you have a material that you would like to have added, it must be submitted for review and approved by the City of Tacoma's Material Committee before the bid issue date listed on this request for quotation. For more information regarding this process, please contact: Erica Pierce, <a href="mailto:epierce@cityoftacoma.org">epierce@cityoftacoma.org</a></p> <p>Responses MUST BE SUBMITTED on the provided City of Tacoma bid solicitation form. Vendor signature is MANDATORY.</p> <p>Bid results will be posted at: <a href="http://www.cityoftacoma.org/government/city_departments/finance/procurement_and_payables_division/purchasing/bid_results/">http://www.cityoftacoma.org/government/city_departments/finance/procurement_and_payables_division/purchasing/bid_results/</a></p> <p>Note: You must register at this website as a bid holder for each solicitation of interest in order to receive notification regarding amendments or other updates to the original bid solicitation documents.</p> <p>City Contact: Erica Pierce, <a href="mailto:epierce@cityoftacoma.org">epierce@cityoftacoma.org</a></p> <p><b>3M Brand Particulate Filter</b> Manufacturer Item# 2097 P100 with Nuisance Level Organic Vapor Relief Case Quantity is 100 pieces</p> <p><b>**See Spec Sheet # 1**</b></p>		8	CS		





# CITY OF TACOMA

Page 5 of 8

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## REQUEST FOR QUOTATION 6000050330

Item #	Material# Description	Delivery Date	QTY	UM	Net Price	Total
20	<b>3M Reusable Half Face Respirator</b> 6000 Series Manufacturer Item# 6100 # Size Small Case Quantity is 4  **See Spec Sheet # 2**		4	CS		
30	<b>3M Reusable Half Face Respirator</b> 6000 Series Manufacturer Item# 6300 # Size Large Case Quantity is 4  **See Spec Sheet # 2**		4	CS		
40	<b>3M Half Facepiece Respirator</b> 7500 Series Manufacturer Item# 7503 # Size Large Case Quantity is 4  **See Spec Sheet # 3**		4	CS		
50	<b>3M Particulate Respirator # N95</b> N95 Manufacturer item# 8210 Case Quantity is 10 boxes of 20 masks (200 masks total per case)  **See Spec Sheet # 4**		6	CS		



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Item #	Material# Description	Delivery Date	QTY	UM	Net Price	Total
60	<b>Moldex Healthcare and Surgical Mask</b> N95 Manufacturer Item# 1512 # Size Medium Box Quantity is 20  **See Spec Sheet # 5**		50	BX		
70	<b>RADNOR N95 Disposable Particulate Mask</b> Manufacturer Item# 64059510A Box Quantity is 20 per box, 200 total per case **There is no specification sheet available for this item**		3,000	EA		
80	<b>SafePath 4mil Nitrile Gloves</b> Manufacturer Item# CV9SPSHVYDUTYLG # Size Large Case Quantity is 10 boxes of 50 count gloves (500 gloves total)  **See Spec Sheet # 6**		6	CS		
90	<b>SafePath 4mil Nitrile Gloves</b> Manufacturer Item# CV9SPSHVYDUTYXL # Size X-Large Case Quantity is 10 boxes of 50 count gloves (500 gloves total)  **See Spec Sheet #6**		6	CS		
100	<b>Mechanix Wear 5mil Nitrile Gloves</b> Manufacturer Item# D03-05-009-100 # Size Medium Case Quantity is 10 boxes of 100 count gloves (1000 gloves total)  **See Spec Sheet #7**		45	CS		



# CITY OF TACOMA

Page 7 of 8

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## REQUEST FOR QUOTATION 6000050330

Item #	Material# Description	Delivery Date	QTY	UM	Net Price	Total
110	<b>Mechanix Wear 5mil Nitrile Gloves</b> Manufacturer Item# D03-05-010-100 # Size Large Case Quantity is 10 boxes of 100 count gloves (1000 gloves total)  **See Spec Sheet 7**		30	CS		
120	<b>Mechanix Wear 5mil Nitrile Gloves</b> Manufacturer Item# D03-05-011-100 # Size X-Large Case Quantity is 10 boxes of 100 count gloves (1000 gloves total)  **See Spec Sheet # 7**		30	CS		
130	<b>Showa N-Dex 4mil Nitrile Gloves</b> Manufacturer Item# 6050PF # Size Small Box Quantity is 100 gloves  **See Spec Sheet #8**		75	BX		
140	<b>Showa N-Dex 4mil Nitrile Gloves</b> Manufacturer Item# 6050PF # Size Medium Box Quantity is 100 gloves  **See Spec Sheet #8**		75	BX		
150	<b>Showa N-Dex 4mil Nitrile Gloves</b> Manufacturer Item# 6050PF # Size Large Box Quantity is 100 gloves  **See Spec Sheet #8**		75	BX		



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Page 8 of 8

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## REQUEST FOR QUOTATION 6000050330

Item #	Material# Description	Delivery Date	QTY	UM	Net Price	Total
160	<b>Showa N-Dex 4mil Nitrile Gloves</b> Manufacturer Item# 6050PF # Size Xtra Large Box Quantity is 100 gloves  **See Spec Sheet #8**		75	BX		
170	<b>Microflex Supreno SE Nitrile Exam Gloves</b> Manufacturer Item# SU-690-S # Size Small Box Quantity is 100 gloves  **See Spec Sheet #9**		300	BX		
180	<b>Showa N-Dex 4 mil Nitrile Gloves</b> Manufacturer Item# 7540 # Size XXL Box Quantity is 100 gloves  **See Spec Sheet #10**		40	BX		

<b>Net Value</b>	<b>\$</b>
<b>Plus Tax at</b> _____ %	<b>\$</b>
<b>Total Amount</b>	<b>\$</b>

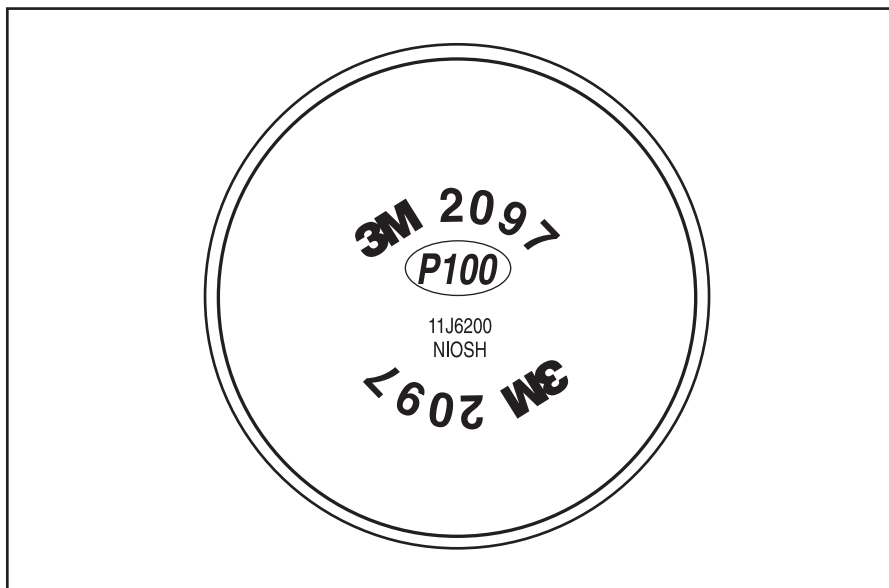
# Particulate Filter 2097, P100 with Nuisance Level Organic Vapor Relief\*

Issue Date 9/1/09

The 3M™ Particulate Filter 2097, P100 has been developed with your respiratory needs in mind. Specially designed carbon layers help provide relief against nuisance levels of organic vapors.\*

The 2097 provides you and your workers:

- **Comfort.** 3M's Advanced Electret Media (AEM) provides a lightweight, easy breathing combination not found in fiberglass containing filters.<sup>1</sup>
- **Versatile protection.** The 2097 is well suited for a wide range of oil and non-oil based particulate contaminants and can be used as a prefilter for certain chemical exposures.
- **Simplicity.** The versatility of this filter reduces your inventory and training requirements.
- **Compatibility.** The 2097 can be used with 3M's wide variety of half and full facepiece designs.<sup>2</sup>
- **Exceptional filter efficiency.** Passing NIOSH's P-series test criteria, the 2097 P100 filter provides a minimum 99.97% filter efficiency.<sup>3</sup>
- **Durability.** The unique flexible filter material resists abrasion and wetting. Filters are flame and water resistant.



3M™ Particulate Filter 2097, P100

## Suggested Applications:



- Chemical manufacturing
- Undercoating



- OSHA substance specific particle exposures:
  - Lead
  - Asbestos
  - Cadmium
  - Arsenic
  - 4,4' Methyleneedianiline (MDA)
- Pharmaceutical manufacturing



- Welding
- Brazing
- Soldering
- Torch cutting
- Metal pouring



**WARNING**

These filters help protect against certain particles. **Misuse may result in sickness or death.** Before use, the wearer must read and understand *User Instructions* provided as a part of product packaging. Time use limitations may apply. For proper use, see package instructions, supervisor or call 3M OH&ESD Technical Service in U.S.A., 1-800-243-4630. In Canada, call 1-800-267-4414.

\*3M recommended for relief against nuisance levels of organic vapors. Nuisance level organic vapor refers to concentrations not exceeding OSHA PEL or applicable exposure limits, whichever is lower. Do not use for respiratory protection against organic vapors.

## References:

1. The 2097 filter contains no components made from fiberglass.
2. The 2097 filter can be used as a stand-alone filter with 3M™ 6000, 7000 and Ultimate FX FF-400 Series Facepieces or as a prefilter with 3M™ 5000 Series Respirators and 6000 Series Cartridges (use with 502 adapter).
3. Tested against particles approximately 0.3 micron in size (mass median aerodynamic diameter) per 42 CFR 84.

**Additional use instructions, product limitations, approval labels, and warnings are included with each facepiece and filter package.**

# 3M™ Particulate Filter 2097, P100 with Nuisance Level Organic Vapor Relief\*

3040

page 2 of 2

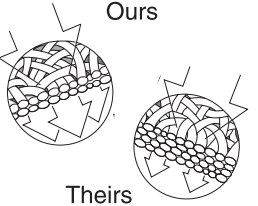
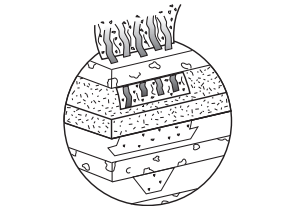
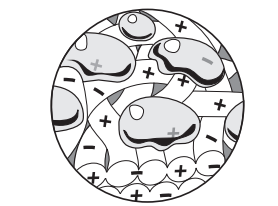
## Use For:

- Solids such as those from processing minerals, coal, iron ore, cotton, flour and certain other substances.
- Liquid or oil based particles from sprays that do not also emit **harmful** vapors.
- Metal fumes produced from welding, brazing, cutting and other operations involving heating of metals.
- Radioactive particulate materials such as uranium and plutonium.
- Asbestos.
- Relief from nuisance levels of organic vapors\* below the OSHA PEL or applicable government standards, whichever is lower. 3M recommended for ozone protection up to 10 times the OSHA PEL.\*\*

## Do Not Use For:

- Gases and vapors above the OSHA PEL, including those present in paint spraying operations, unless combined with approved chemical cartridges.
- Sandblasting.
- Oxygen deficient atmospheres.
- Aerosol concentrations that exceed:
  - 10 times the permissible exposure limit (PEL) with half facepiece, or
  - 10 times the PEL with full facepiece qualitatively fit tested, or
  - 50 times the PEL with full facepiece quantitatively fit tested, or
  - applicable government regulations, whichever is lower.

## Technologies

 <p>Ours</p> <p>Theirs</p>		
<b>Advanced Electret Media</b> Advanced electrostatically charged microfibers make breathing easier and cooler.	<b>Odor-Removing Filter Material</b> Carbon layers remove many nuisance level odors for greater comfort and productivity.	<b>P-Series Filter</b> Featuring Advanced Electret Media, appropriate for prolonged use in both oil- and non-oil-containing environments.

## Important

Before using these filters, you must determine the following:

1. The type of contaminant(s) for which the respirator is being selected.
2. The concentration level of contaminant(s).
3. Whether the respirator can be properly fitted on the wearer's face. Do not use with beards, other facial hair, or other conditions that prevent a good seal between the face and the facepiece of the respirator.
4. Before use of these respirators, a written respiratory protection program must be implemented, meeting all the requirements of OSHA 29 CFR 1910.134, including training, medical evaluation and fit testing.

**\*3M recommended** for relief against nuisance levels of organic vapors. Nuisance level organic vapor refers to concentrations not exceeding OSHA PEL or applicable exposure limits, whichever is lower. Do not use for respiratory protection against organic vapors.

**\*\*3M recommended** for ozone protection up to 10 times the OSHA PEL. Not NIOSH approved for ozone.

Filters Per Bag	Filters Per Case
2	100

## Time Use Limitation

If filter becomes damaged, soiled, or breathing becomes difficult, leave the contaminated area and dispose of the filter. If used in environments containing only oil aerosols, dispose of filter after 40 hours of use or 30 days, whichever is first.

For more information, please contact:

### 3M Occupational Health and Environmental Safety Division (OH&ESD)

#### In the U.S., contact:

**Customer Service**  
1-800-328-1667

**Technical Assistance**  
1-800-243-4630

**Website**  
[www.3M.com/OccSafety](http://www.3M.com/OccSafety)

**For other 3M products**  
1-800-3M HELPS

#### In Canada, contact:

3M Canada Company, OH&ESD  
P.O. Box 5757  
London, Ontario N6A 4T1

**Customer Care**  
1-800-364-3577

**Technical Assistance (Canada only)**  
1-800-267-4414

**Website**  
[www.3M.ca/safety](http://www.3M.ca/safety)

**Technical Assistance In Mexico**  
01-800-712-0646  
5270-2255, 5270-2119 (Mexico City only)  
**Technical Assistance In Brazil**  
0800-132333

**3M**

## Occupational Health and Environmental Safety Division

3M Center, Building 235-2E-91  
St. Paul, MN 55144-1000



# Technical Datasheet

# # 2

## 3M™ Reusable Half Face Respirator 6000 Series

### Main Features

The 3M™ 6000 Series Respirators are proven to be simple to handle and comfortable to the wearer. The exhalation port provides increased durability, easy cleaning and reduced breathing resistance which helps to increase your comfort. Available in three sizes, all respirators have the 3M bayonet connection system allowing connection to a broad range of twin lightweight filters to protect against gases, vapours and particulates depending on your individual needs.

The main features include:

- Reusable, low maintenance half face respirator.
- Soft, lightweight elastomeric respirator ensures comfort during long periods of work.
- Flexible System (gas & vapour and / or particulate filters plus Supplied-Air option).
- Twin filter design provides lower breathing resistance, a more balanced fit, and improves field of vision.
- Cost effective replacement filters.
- Safe, secure Bayonet filter attachment system.
- Easy and secure fitting.
- 3 sizes (small - 6100, medium - 6200, large - 6300)
- Face piece weight: 82 grams.

### Applications

The 6000 Series Respirators can be used with a variety of different filter options:

**Gas and Vapour Filters only:** The filters generally protect against either single or multiple contaminant type(s).

- The **6000 Series** filters fit directly onto the respirator except for the 6098 and 6099.

**Particulate filters only:** These filters provide protection against solid and non-volatile liquid particles.

- The **2000 Series** particulate filters fit directly onto the respirator.
- The 6035 & 6038 are encapsulated P3 filters, which fit directly onto the respirator.







**Combination of Gas & Vapour and Particulate filters:**

- The **5000 Series** particulate filters can be used with **6000 Series** Gas and Vapour filters using 501 retainers excluding the 6035, 6038, 6096, 6098 and 6099.
- The 6096 has Particulate filter media integrated with the Gas and Vapour cartridge.
- The 6038 is an encapsulated particulate filter with a layer of carbon for low capacity gas protection.






**Supplied-Air mode:** All filters can be used with SA-2100 Supplied Air Regulator except for the 5925, 5935, 6098 and 6099 filters.



## Gas and Vapour Filters:

FILTER	IMAGE	STANDARD	CLASS	HAZARD	SUGGESTED INDUSTRY EXAMPLES
6051 6055		AS/NZS 1716:2003	A1 A2	Organic Vapours (b.pt. > 65°C)	<ul style="list-style-type: none"> <li>- Anywhere conventional paints are used (non-isocyanates, subject to usage conditions)</li> <li>- Vehicle manufacture</li> <li>- Aircraft manufacture and refurbishment</li> <li>- Boat Building</li> <li>- Ink and dye manufacture and use</li> <li>- Adhesive manufacture and use</li> <li>- Paint and varnish manufacture</li> <li>- Resin manufacture and use</li> </ul>
6054		AS/NZS 1716:2003	K1	Ammonia & derivatives	<ul style="list-style-type: none"> <li>- Manufacture and Maintenance of refrigeration equipment</li> <li>- Spraying and handling Agrochemicals</li> </ul>
6057		AS/NZS 1716:2003	ABE1	Combination organic vapours (b. pt. > 65°C), inorganic & acid gases	As for 6051, but including: <ul style="list-style-type: none"> <li>- Electrolytic processes</li> <li>- Acid Cleaning</li> <li>- Metal Pickling</li> <li>- Metal Etching</li> </ul>
6059		AS/NZS 1716:2003	ABEK1	Combination organic vapours (b. pt. > 65°C), inorganic & acid gases & Ammonia	As for 6057 & 6054
6075		AS/NZS 1716:2003	A1 + Formaldehyde	Organic Vapours (b. pt. > 65°C) & Formaldehyde	As for 6051 but also: <ul style="list-style-type: none"> <li>- Hospitals and Laboratories</li> </ul>
6096		AS/NZS 1716:2003	A1HgP3	Organic Vapours (b. pt. > 65°C), mercury vapour, chlorine & particulates	<ul style="list-style-type: none"> <li>- Oil &amp; Gas processing</li> <li>- Use of Mercury &amp; Chlorine</li> </ul>

## Particulate Filters:

FILTER	IMAGE	STANDARD	CLASS	HAZARD	SUGGESTED INDUSTRY EXAMPLES
5925 5935		AS/NZS 1716:2003	P2 P3	Particulates	<ul style="list-style-type: none"> <li>- Pharmaceutical / Powdered Chemicals</li> <li>- Construction / Quarrying</li> <li>- Ceramics / Refractory materials</li> <li>- Foundries</li> <li>- Agriculture</li> <li>- Woodworking</li> <li>- Food Industry</li> </ul>
2125 2135		AS/NZS 1716:2003	P2 P3	Particulates	<ul style="list-style-type: none"> <li>- Pharmaceutical / Powdered Chemicals</li> <li>- Construction / Quarrying</li> <li>- Ceramics / Refractory materials</li> <li>- Foundries</li> <li>- Agriculture</li> <li>- Woodworking</li> <li>- Food Industry</li> </ul>
2128 2138		AS/NZS 1716:2003	GP2 GP3	Particulates, Low vapour pressure (<1.3Pa @25 degrees Celsius) organic compounds, Ozone & nuisance levels of Organic Vapours & Acid Gases	<ul style="list-style-type: none"> <li>- Welding</li> <li>- Paper Industry</li> <li>- Brewing</li> <li>- Chemical Processing</li> <li>- Typical Smog</li> <li>- Inks and Dyes</li> </ul>
6035		AS/NZS 1716:2003	P3	Particulates	<ul style="list-style-type: none"> <li>- Pharmaceutical / Powdered Chemicals</li> <li>- Construction / Quarrying</li> <li>- Ceramics / Refractory materials</li> <li>- Foundries</li> <li>- Agriculture</li> <li>- Woodworking</li> <li>- Food Industry</li> </ul>
6038		AS/NZS 1716:2003	P3	Particulates, Hydrogen Fluoride at 30ppm, Nuisance levels of Organic Vapours & Acid Gases	As 6035 but also: <ul style="list-style-type: none"> <li>- Aluminium smelting</li> <li>- Mining</li> </ul>



## Approvals

These respirators have been produced to comply with the requirements of the Australian /New Zealand Standard AS/NZS 1716:2003 under an agreed production certification scheme operated during manufacture in accordance with the SAI Global StandardsMark programme.

The 3M 6000 Series Respirators and 6000/5000/2000 Series Filters have been shown to meet the Basic Safety Requirements under Article 10 and 11 B of the European Community Directive 89/686/EEC, and are thus CE-marked. These products were examined at the design stage by: BSI Product Services, Kitemark House, Maylands Avenue, Hemel Hempsted, Herts, HP2 4SQ, England (Notified Body 0086).

## Standards

These products have been tested to the relevant Australian/New Zealand and European Standards:

- 6000 Series Half Face Respirators to AS/NZS 1716:2003, EN140: 1998.
- 6000 Series Gas and Vapour filters to AS/NZS 1716:2003, EN14387:2004 + A1:2008
- 2000 and 5000 Series and 6035, 6038 Particulate filters to AS/NZS 1716:2003, EN143: 2000 / A1:2006.

## Correct Usage

### **When the 6000 Series Half Face Respirator is fitted with Gas & Vapour Filters:**

- 6000 Series gas and vapour filters, it may be used in concentrations of gases or vapours (types specified by 3M) up to 10x the Exposure Standard (ES) or 1000ppm whichever value is lower.
- 6075 offers protection against organic vapour (as above) and a maximum of 10ppm formaldehyde only.
- 6000 Series gas and vapour filters should not be used to protect the wearer against a gas or vapour that has poor warning properties (smell or taste).

### **When the 6000 Series Half Face Respirator is fitted with Particulate Filters:**

- 2000, 5000 or 6000 series particulate filters may be used in concentrations of particulates up to 10x ES
- 2128 and 2138 filters offer protection against organic compounds with low vapour pressures (<1.3Pa @ 25 degrees Celsius) in concentrations up to 10x ES.
- 2128 and 2138 filters may be used to protect against ozone up to 10x ES and offer relief from acid gases and organic vapours at levels below the ES.
- 6038 offers protection against a maximum of 30ppm Hydrogen Fluoride and offers relief from ozone, acid gases and organic vapours at levels below the ES.

## Cleaning and Storage

Cleaning is recommended after each use.

1. Disassemble by removing the filters, head straps and other parts.
  2. Clean and sanitize the respirator (excluding filters) using 3M™ Respirator Cleaning Wipes 504 or immersing in warm cleaning solution and scrubbing with a soft brush until clean. Parts may also be cleaned in a domestic washer.
  3. Disinfect respirator by soaking in a solution of quaternary ammonium disinfectant or sodium hypochlorite (30 mL household bleach in 7.5L of water) or other disinfectant.
  4. Rinse in fresh, warm water and air-dry in noncontaminated atmospheres.
- ⚠ **Water temperature should not exceed 50°C.**
- ⚠ **Do not use cleaning agents that contain lanolin or other oils.**
- ⚠ **Do not autoclave.**

## Use Limitations

1. These respirators do not supply oxygen. Do not use in oxygen deficient areas\*
2. Do not use for respiratory protection against atmospheric contaminants, which have poor warning properties, are unknown or immediately dangerous to life and health, or against chemicals, which generate high heats of reaction with chemical filters. (The 3M SA-2000 Supplied-Air Respirator System can be used against contaminants with poor warning properties, subject to other use limitations).
3. Do not modify or alter this device.
4. The assembled respirator may not provide a satisfactory face seal with certain physical characteristics (such as beards or large side burns) resulting in leakage between the respirator and the face. The user assumes all risks of bodily injury, which may possibly result.
5. Do not use with unknown concentrations of contaminants.
6. Do not use for escape purposes.
7. Leave the work area immediately and check the integrity of the respirator and replace respirator and / or filters if:
  - Damage has occurred or is apparent.
  - Breathing becomes difficult or increased breathing resistance occurs.
  - Dizziness or other distress occurs.
  - You taste or smell the contaminant or an irritation occurs.
8. Store this device in a sealed container away from contaminated areas when not in use.
9. Use strictly in accordance with respirator and filter user instruction leaflet.

\* 3M definition minimum 19.5% by volume oxygen

## Fitting Instructions

Before assigning any respirator to be worn in a contaminated area, we recommend that a qualitative or quantitative fit check be performed before entering the workplace.

Fitting instructions must be followed each time the respirator is worn.

1. Place the respirator over the mouth and nose, then pull the harness over the crown of the head.
2. Take the bottom straps in both hands, place them at the back of the neck and hook them together.
3. Tighten the top straps first by pulling on ends to achieve a comfortable and secure fit.
4. Tighten bottom straps using either front or rear adjustments. (Strap tension may be decreased by pushing out on back side of buckles).



## Materials

PART	MATERIAL
Face Seal	Thermoplastic elastomer
Head Harness	Polyethylene
Head Strap	Polyester / cotton / Polyisoprene
Inhalation Valve	Polyisoprene
Exhalation Valve	Silicone Rubber
Gasket	Silicone Rubber
6000 Filter Body	Polystyrene
6000 Filter Element	Activated / Treated Carbon
5000 / 2000 Series Filter material	Polypropylene

## Fit Check

Perform a positive and/or negative pressure fit check each time the respirator is donned.

### **Positive pressure Face Fit check (all Filters except 3M™ 6035, 6038 / 2000 Series Filters).**

1. Place the palm of the hand over the exhalation valve cover and exhale gently.
2. If the respirator bulges slightly and no air leakage between the face and the respirator is detected, a proper fit has been achieved.
3. If air leakage is detected, reposition the respirator on the face and/or readjust the tension of the strap to eliminate the leakage.
4. Repeat the above face fit check.
5. If you cannot achieve a proper fit, do not enter the contaminated area. See your supervisor.

### **Negative pressure face fit check (3M™ 6035, 6038 / 2000 Series Filters)**

1. Push the filter cover down or press your thumbs into the central indentation of the filters, inhale gently and hold your breath for five or ten seconds.
2. If the respirator collapses slightly, a proper fit has been achieved.
3. If air leakage is detected, reposition the respirator on the face and/or readjust the tension of the straps to eliminate the leakage.
4. Repeat the above face fit check.
5. If you cannot achieve a proper fit, do not enter the contaminated area. See your supervisor.

## **Spare parts**

PART	MATERIAL
6895	Inhalation Gasket
501	Retainer for 5000 Series Filters
504	Face Seal Cleaner
SA-2000	Dual airline Kit

⚠ **Respiratory Protection is only effective if it is correctly selected, fitted and worn throughout the time when the wearer is exposed to respiratory contaminants.**

3M offers advice on the selection of products, and training in the correct fitting and usage.

**For more information on 3M products and services please call the 3M TechAssist Helpline, 3M Australia 1800 024 464**



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Environmental Safety Division  
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TechAssist Helpline: 1800 024 464  
E-mail: [techassist@mmm.com.au](mailto:techassist@mmm.com.au)  
Website: [www.3M.com/au/ohs](http://www.3M.com/au/ohs)

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3M Personal Safety Division

# 3M™ Half Facepiece Respirator 7500 Series

The 3M™ Half Facepiece Respirator 7500 Series is designed for ultimate comfort, featuring advanced silicone material to help provide a soft, comfortable feel on the face and the 3M™ Cool Flow™ Valve to help make breathing easier.

All sizes of the 7500 Series use the 3M™ bayonet connection system, allowing the user to connect to a broad range of 3M™ cartridges and filters to help protect against gases, vapors and particulates.



# 3M™ Half Facepiece Respirator 7500 Series

## Key Features

- Smooth, soft, resilient silicone face seal for ultimate comfort and extended product life
- 3M™ Cool Flow™ Valve to help make breathing easier and reduce heat and moisture build-up for cool, dry comfort
- Dual-mode head harness adjusts easily for standard or drop-down mode
- 7585F fabric head cradle option for increased comfort and compatibility while wearing hard hats, weld shields and face shields

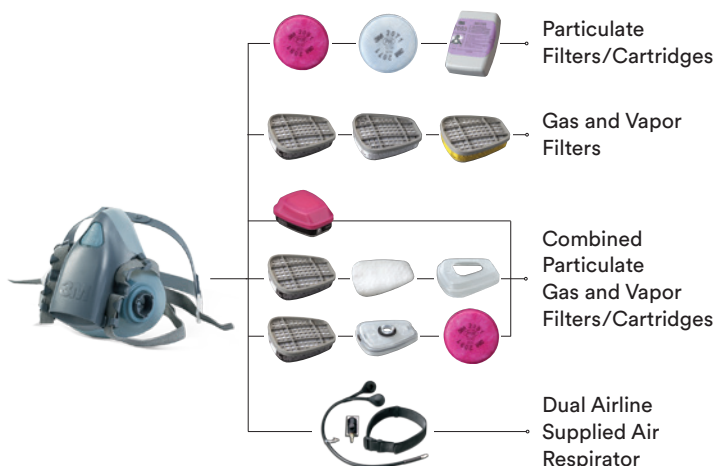
## Approvals

NIOSH approved with 3M™ Cartridges 6000 Series Cartridges, 3M™ Particle Filters 2000, 2200, 7000 or 5000 Series Filters, or 3M™ Dual Airline supplied air systems.

## Use

When properly fitted and used, this respirator may be used in contaminant concentrations up to 10 times the Permissible Exposure Limit (PEL) with approved 3M cartridges and filters, and up to 50 times the PEL with approved 3M supplied air systems. Not for use in environments that are immediately dangerous to life or health (IDLH) or in oxygen-deficient environments.

## Find a Combination That Works Best for You



## Sizes and Weight

Small (7501)

Medium (7502)

Large (7503)

Approximate Weight: 135 grams

Component	Material
Face seal	Silicone rubber
Cartridge/filter holder	Polybutylene terephthalate
Exhalation valve cover	Polybutylene terephthalate
Inhalation valve	Silicone rubber
Exhalation valve	Silicone rubber
Straps	Polyester/polyurethane
Head cradle	Polyethylene

Spare Parts & Accessories	Component
7580	Replacement strap
7581	Head harness assembly
7582	Inhalation valve
7583	Exhalation valve
7585F	Fabric head cradle
7586	Cartridge/filter holder (includes valve)



## WARNING

This respirator helps reduce exposures to certain airborne contaminants. Before use, the wearer must read and understand the User Instructions provided as a part of the product packaging. Follow all local regulations. In the U.S., a written respiratory protection program must be implemented meeting all the requirements of OSHA 1910.134, including training, fit testing and medical evaluation. In Canada, CSA standard Z94.4 requirements must be met and/or requirements of the applicable jurisdiction, as appropriate. Misuse may result in sickness or death. For proper use, see package instructions, supervisor, or call 3M PSD Technical Service in USA at 1-800-243-4630 and in Canada at 1-800-267-4414.



Personal Safety Division  
3M Center, Building 235-2W-70  
St. Paul, MN 55144-1000 USA

For more information  
Technical Service: 1-800-243-4630  
Customer Service: 1-800-328-1667  
3M.com/PPESafety

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# Technical Specification Sheet

## 3M™ Particulate Respirator 8210, N95

### Key Features

- NIOSH approved N95 rating
- Adjustable nose clip
- Nose foam
- Ultrasonically welded headbands

### Material Composition

- Straps – Thermoplastic Elastomer
- Nose Clip – Aluminum
- Nose foam - Polyurethane
- Filter – Polypropylene
- Shell – Polyester
- Coverweb - Polyester
- This respirator contains no components made from natural rubber latex
- Approximate weight of product: 0.35 oz.
- See the 3M Technical Bulletin - [Cellulose Certification - Filtering Facepiece Respirators](#) for information about which 3M respirators contain cellulose

### Country of Origin

Made in the USA with globally sourced materials

### Use For

- Use for solid particulates and liquid mists in concentrations not exceeding 10X PEL/OEL
- Always follow User Instructions and use in manners as indicated



### Do Not Use For

- DO NOT use for gases and vapors, oil aerosols, asbestos, arsenic, cadmium, lead, 4,4-methylene dianiline (MDA), or abrasive blasting
- DO NOT use for particulate concentrations exceeding 10X PEL/OEL
- DO NOT use in any manner not indicated in the User Instructions

### Approvals and Standards

- NIOSH approved N95 particulate respirator
- Meets NIOSH 42 CFR 84 N95 requirements for a minimum 95% filtration efficiency against solid and liquid aerosols that do not contain oil.
- NIOSH approval number: TC-84A-0007
- Assigned Protection Factor (APF 10) per US OSHA and Canada CSA

### Time Use Limitation

Replace the respirator when it becomes dirty, damaged, or difficult to breathe through.

### Shelf Life and Storage

- 5 years from the date of manufacture
- Use By date on box in MM/YYYY format
- Store respirators in the original packaging, away from contaminated areas, dust, sunlight, extreme temperatures, excessive moisture, and damaging chemicals
- Store in temperatures between -4°F (-20°C) and +86°F (+30°C) and not exceeding 80% RH

### WARNING!

This respirator helps reduce exposures to certain airborne contaminants. Before use, the wearer must read and understand the User Instructions provided as a part of the product packaging. Follow all local regulations. In the U.S., a written respiratory protection program must be implemented meeting all the requirements of OSHA 1910.134, including training, fit testing and medical evaluation. In Canada, CSA standard Z94.4 requirements must be met and/or requirements of the applicable jurisdiction, as appropriate. **Misuse may result in sickness or death.** For correct use, consult supervisor and the User Instructions or call 3M PSD Technical Service in USA at 1-800-243-4630 and in Canada at 1-800-267-4414.



**Personal Safety Division**  
3M Center, Building 0235-2W-70  
St. Paul, MN 55144-1000  
3M.com/workersafety

3M PSD products are occupational use only.

### Acceptable Fit Test Protocols

Fit Test Protocol*		Acceptable with this product?
Qualitative Protocols	Saccharin	<input checked="" type="checkbox"/>
	Bitrex™	<input checked="" type="checkbox"/>
	Irritant Smoke	<input type="checkbox"/>
	Isoamyl Acetate	<input type="checkbox"/>
Quantitative Protocols		<input checked="" type="checkbox"/>

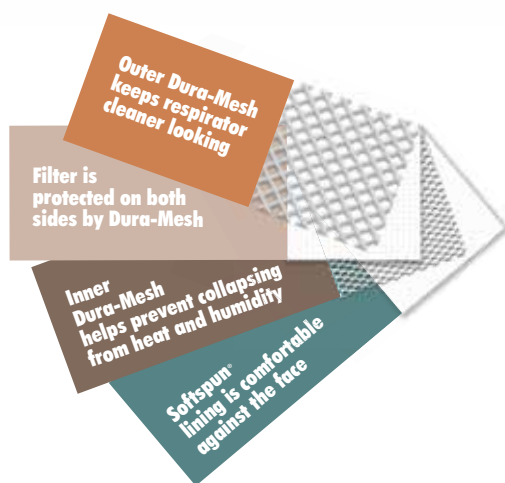
\*Refer to OSHA 1910.134

### For More Information

Technical Assistance 1-800-243-4630  
Hours of Operation: M-Th 8am - 6pm, Fri 8am - 4:30 pm CST  
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# 1500 SERIES

## N95 HEALTHCARE AND SURGICAL MASK



Available in 5 color coded sizes.



1510 N95 Extra Small



1511 N95 Small



1512 N95 Medium



1513 N95 Large



1517 N95 Low Profile Nose

### NON-LATEX RESPIRATOR AND STRAPS

The non-latex straps don't irritate or require prestretching. Available in 5 color coded sizes.

### SOFT FOAM NOSE CUSHION

The molded nose bridge with soft foam nose cushion provides an easy comfortable fit. No metal noseband to adjust and seal is maintained without pressure points.

### DURA-MESH® SHELL LASTS LONGER

The exclusive Dura-Mesh shell protects the filter media so it stays cleaner-looking longer. The shell also resists collapsing in hot, humid environments so the respirator holds its shape longer. The result is fewer respirators used and lower costs.

### FEATURES

- Meets CDC guidelines for protection against TB.
- NIOSH certified to have a filter efficiency of 95% or greater against non-oil based particulates.
- Highest ASTM level of fluid resistance – 160 mm Hg.
- Bacterial filter efficiency >99.9%.
- Available in 5 color coded sizes.
- Non-Latex respirator and straps.
- Dura-Mesh shell resists collapsing in regular use and even under hot and humid conditions.
- Contour molded nosebridge for extra comfort.
- Soft foam nose cushion for an easy and comfortable fit.
- Softspun® inner lining is soft to the touch.
- Certified under 42CFR84.
- Meets heat and flame resistance in accordance with ANSI/ISEA 110-2009 Section 7.11.1.
- 100% PVC-Free for a greener alternative.



# 1500 SERIES

## N95 HEALTHCARE AND SURGICAL MASK

Product Code	Size	Valve Type	Strap Material	Display Quantity	Case Quantity
1510 N95	XS	None	Non-Latex	20/Box	8 Boxes
1511 N95	S	None	Non-Latex	20/Box	8 Boxes
1512 N95	M	None	Non-Latex	20/Box	8 Boxes
1513 N95	L	None	Non-Latex	20/Box	8 Boxes
1517 N95	LP	None	Non-Latex	20/Box	8 Boxes

XS = Extra Small S = Small M = Medium L = Large LP = Low Profile

Product Code	NSN Number
1511 S	4240-01-496-0850
1512 M	4240-01-496-0916
1513 L	4240-01-496-0918

### WARNING TO USER

- Non-latex straps are used in the headbands of these respirators. However, individuals highly sensitive to natural rubber latex may have an allergic reaction.
- This product does not eliminate the risk of contracting any disease or infection. Change immediately if the respirator comes in contact with blood or fluids, including body fluids. OSHA has not set a permissible exposure level for airborne biohazards.
- This product has not been sold with warning or use instructions for personnel involved in industrial or related situations. If you are considering such uses, first contact the Moldex Technical Services Department at +1 (310) 837-6500 or +1 (800) 421-0668, ext. 512/550.

### DESCRIPTION

- The Moldex Healthcare N95 Particulate Respirator and Surgical Mask is designed to help provide respiratory protection for the wearer. This product has been tested and certified by NIOSH as an N95 respirator and as having a filter efficiency level of 95% or greater against particulate aerosols free of oil. It is fluid resistant, disposable and may be worn in surgery or throughout the hospital.
- This product contains no components made from natural rubber latex.

### INTENDED USE

The various models of Moldex Type N95 Healthcare Particulate Respirators and Surgical Masks meet CDC Guidelines for TB Exposure Control within healthcare facilities. These devices are also intended to be worn by healthcare personnel during surgical procedures to protect both the patient and healthcare personnel from the transfer of microorganisms, body fluids and particulate material.

### CONTRAINDICATIONS

- Not for use with beards, or other facial hair that prevents direct contact between the face and sealing surface of the respirator.
- Eyewear must not prevent direct contact between the face and sealing surface of the respirator.
- Not to be used on children.


<sup>1</sup> Tested in accordance with NIOSH 42 CFR 84

<sup>2</sup> Passed ASTM F 1862 @ 160mm Hg




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Moldex-Metric, Inc.  
CULVER CITY, CALIFORNIA, U.S.A.  
800/421-0668



THESE RESPIRATORS ARE APPROVED ONLY IN THE FOLLOWING CONFIGURATIONS:

TC	PROTECTION <sup>1</sup>	RESPIRATOR					CAUTIONS AND LIMITATIONS <sup>2</sup>
		1 5 1 0	1 5 1 1	1 5 1 2	1 5 1 3	1 5 1 7	
84A-0013	N95		X	X	X	X	A B C J M N O P
84A-5171	N95	X					A B C J M N O P

**1. Protection**  
N95-Particulate Filter (95% filter efficiency level) effective against particulate aerosols free of oil; time use restrictions may apply

**2. Cautions and Limitations**  
A- Not for use in atmospheres containing less than 19.5 percent oxygen.  
B- Not for use in atmospheres immediately dangerous to life or health.  
C- Do not exceed maximum use concentrations established by regulatory standards.  
J- Failure to properly use and maintain this product could result in injury or death.  
M- All approved respirators shall be selected, fitted, used, and maintained in accordance with MSHA, OSHA, and other applicable regulations.  
N- Never substitute, modify, add, or omit parts. Use only exact replacement parts in the configuration as specified by the manufacturer.  
O- Refer to User's instructions, and/or maintenance manuals for information on use and maintenance of these respirators.  
P- NIOSH does not evaluate respirators for use as surgical masks.

### RESTRICTIONS

- Before use, a written respiratory protection program in accordance with 29 CFR 1910.134 must be implemented.
- This respirator does not supply oxygen and must not be used in atmospheres containing less than 19.5% oxygen.
- Prior to each use, carefully inspect the entire respirator, including filter media and strap attachment area for tears and damage. Staple or strap attachment perforations do not effect NIOSH approval.
- If respirator is damaged, distorted, a proper fit cannot be obtained or breathing becomes difficult, leave contaminated area as soon as possible and replace respirator.
- If the respirator comes in contact with blood or fluids, including body fluids, leave contaminated area as soon as possible and discard and replace the respirator.
- Do not alter, modify or abuse this respirator.
- Store unused respirators in box/bag in a clean, dry, non-contaminated area.
- Dispose of respirator according to your employer's policy and local regulations.
- Do not reuse or store for reuse or hang around neck unless your employer specifically authorizes reuse.
- When used for surgical procedures, discard after every use.
- Use respirator before the "use by" expiration date printed on box/bag.

### LIMITED WARRANTY IMPORTANT NOTICE TO PURCHASER

This limited warranty is made in lieu of the warranties of merchantability, fitness for particular purposes and all other warranties, express or implied. There are no other warranties which extend beyond the description on the face hereof. The physical standards and specifications of Moldex will be met by products sold. Exclusive Remedies: damages for the breach of this limited warranty are limited to the replacement of such quantity of Moldex, products proved to be defectively manufactured. Except as provided above, Moldex shall not be liable or responsible for any loss, damage, or liability, direct, indirect, incidental, special, or consequential, arising out of sale, use, or misuse, or the inability to use products by the user.

### MOLDEX TECHNICAL ASSISTANCE

For more information call +1 (800) 421-0668 or +1 (310) 837-6500 ext. 512/550 or E-mail: sales@moldex.com, tech@moldex.com or visit www.moldex.com.

### DISTRIBUTED BY:



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# SPEC SHEET

## NITRILE GLOVE

PowderFree Disposable – Super Heavy Duty

SPECIFICATIONS	
<b>TENSILE STRENGTH</b> (Min. Mpa) <b>Before Aging:</b> 14 Mpa <b>After Aging:</b> 14 Mpa	<b>3 SIZES (M, L, XL)</b> <b>For a comfortable fit.</b>
<b>ELASTICITY/ELONGATION</b> (%) <b>Before Aging:</b> 500% <b>After Aging:</b> 400%	<b>LATEX FREE</b> <b>Nitrile gloves are a latex free solution for professionals concerned with latex sensitivity.</b>
<b>PROTEIN CONTENT</b> N/A	<b>TEXTURED/MICRO-ROUGHENED</b> <b>For a superior wet or dry grip.</b>
<b>AVG. MIN. POWDER MASS</b> (Min. mg Per Glove) <2 mg	<b>POWDER-FREE</b> <b>Avoids interference with adhesives and inks.</b>
<b>AQL LEVEL:</b> 3.5	
<b>SUPERB TENSILE STRENGTH</b> Beaded cuff for increased tear resistance.	
<b>NITRILE WARNING:</b> Components used in making nitrile gloves may cause allergic reactions in certain individuals.	
<b>50 individual gloves by weight</b>	

COLOR	
BLUE	
PART NUMBERS & UPCs	
MEDIUM SIZE (8)	
PART #	CV9SPSHVYDUTYMD
BOX UPC	850015924156
CASE UPC	00850015924187
LARGE SIZE (9)	
PART #	CV9SPSHVYDUTYLG
BOX UPC	850015924163
CASE UPC	00850015924194
X-LARGE SIZE (10)	
PART #	CV9SPSHVYDUTYXL
BOX UPC	850015924170
CASE UPC	10850015924177
QUANTITIES	
BOX QTY	50 GLOVES
CASE QTY	10 BOXES



THICKNESS



LATEX FREE



POWDER FREE



TEXTURED





# LATEX FREE NITRILE

## SPEC SHEET

SPECIFICATIONS	
<b>TENSILE STRENGTH</b> (Min. Mpa) Before Aging : 14 Mpa After Aging : 14 Mpa	<b>3 SIZES (M,L ,XL)</b> For a comfortable fit.
<b>ELASTICITY/ELONGATION</b> (%) Before Aging : 500% After Aging : 400%	<b>LATEX FREE</b> Nitrile gloves are a latex free solution for professionals concerned with latex sensitivity.
<b>PROTEIN CONTENT</b> N/A	<b>TEXTURED/MICRO-ROUGHENED</b> For a superior wet or dry grip.
<b>AVG. MIN. POWDER MASS</b> (Min. mg Per Glove) <2 mg	<b>POWDER-FREE</b> Avoids interference with adhesives and inks.
<b>AQL LEVEL</b> : 4.0	
<b>SUPERB TENSILE STRENGTH</b> Beaded cuff for increased tear resistance.	
<b>NITRILE WARNING:</b> Components used in making nitrile gloves may cause allergic reactions in certain individuals.	
100 individual gloves by weight	

COLOR	
BLACK	
PART NUMBERS	
D03-05-009-100 (M)	
D03-05-010-100 (L)	
D03-05-011-100 (XL)	
UPC CODES	
D03-05-009-100 (M)	
EACH	781513634660
MASTER	70781513634669
D03-05-010-100 (L)	
EACH	781513634592
MASTER	70781513634591
D03-05-011-100 (XL)	
EACH	781513634608
MASTER	70781513634607
10 BOXES PER MASTER CASE	



THICKNESS



LATEX FREE



POWDER FREE



TEXTURED



*Prices and Quantities  
Subject to Change*

SHOWA

**6050PF**

Our N-DEX® brand symbolizes superior quality and stands for the highest degree of hand protection and innovation. Our technology has forever changed our industry, what our hands are capable of and the impact we make on our environment.

## [ FEATURES

- 100% nitrile, latex-free
- Powder, Silicone and Chlorinated free
- Low-modulus formulation
- Rolled cuff
- 4 mil thick
- 9.5" long

## [ BENEFITS

- Tear-away feature in case of emergency break
- Ideal for chemical spH201:H231lash protection
- Low-modulus nitrile formulation reduces risk of allergies
- Second-skin feel significantly reduces hand fatigue

## [ INDUSTRY



**Agriculture**



**Automotive**



**Food**



**Municipal Services**



**Pharmaceutical**



**Utilities**

## [ IDEAL APPLICATIONS

- Handling plants and vegetables
- Intricate parts handling
- Light assembly of oil-coated pieces
- Food packing and handling
- Food Service/Food Prep
- Public utility
- Pharmaceuticals & API

**#8**



## MATERIAL

- Single use
- Unsupported

## COATING

- Nitrile

## GRIP

- Bisque

## STANDARDS





SHOWA

# 6050PF



## PACKAGING

- 20 Dispenser per case\*
- 100 Gloves per dispenser\*
- 2000 Gloves per case\*

\*XXL: 90 gloves per dispenser



## COLOUR

- Light blue



## THICKNESS

- 4 mil



## SIZES

- XS
- S
- M
- L
- XL
- XXL



## [ YOU MIGHT ALSO BE INTERESTED IN

SHOWA  
**8050PF**



**MATERIAL**  
Single use  
**COATING**  
Nitrile

SHOWA  
**9500PF**



**MATERIAL**  
Single use  
**COATING**  
Nitrile

SHOWA  
**9950PF**



**MATERIAL**  
Single use  
**COATING**  
Nitrile

## [ USER INSTRUCTIONS

Gloves provide protection from chemical and mechanical hazards shown. Do not use gloves that show signs of wear. If required, cleanse outer surface of glove with running water. Discard used gloves in compliance with local regulations. Do not wear gloves when there is a risk of entanglement by moving parts of machines.

## [ DISCLAIMER

The descriptions, characteristics, applications and photos are given for information purposes and do not constitute a contractual commitment. The manufacturer reserves the right to make any modifications it deems necessary.

**Get in touch**

**SHOWA USA** | 579 Edison Street - Menlo, GA 30731, USA

**USA@SHOWAgroup.com**

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## Sturdy protection for demanding jobs

- Durable nitrile formulation for demanding jobs
- Sturdy design for longer wear times
- Exceptional barrier integrity with 0.65 AQL for allowable pinholes
- Textured fingertips provide secure grip
- Polymer coating assures easy donning

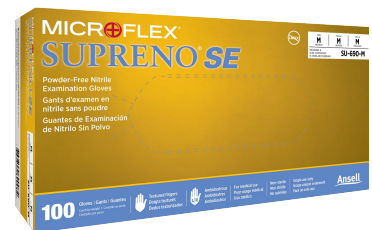


### Industries

- Automotive
- Automotive Aftermarket
- Life Sciences
- Healthcare

### Recommended For

- Inspection, selecting, checking parts
- Assembly and inspection of components
- Picking and fastening components
- Equipment repair and maintenance
- General Purpose Auto Aftermarket
- Oil, fluids and filter change
- Engine transmission and repair
- Tire rotation & changes
- Maintaining lab furniture and equipment
- Assembly of parts
- Sample taking and processing
- Raw material sample collection
- Higher-risk clinical applications
- Protection from Type I latex allergy in HCW's or patients



## TECHNICAL DATA SHEET

### PRODUCT INFORMATION

	Supreno® SE SU-690
Material	Nitrile
Color	Violet Blue
Glove Design	Chlorinated, Powder-Free, Textured Fingers
Cuff	Beaded
Manufacturing/QMS Audit Standards	EN ISO 13485:2012
Regulatory/Standards Compliance	ASTM D6319, EN 1149-1/2/3, EN 420:2003 + A1:2009, FDA21 CFR 177-2600, ISO 11193, US QSR/FDA 510(k) Medical Examination Grade
Packaging	100 gloves per dispenser 10 dispensers per case 1000 gloves per case
Storage	Keep out of direct sunlight; store in a cool and dry place. Keep away from sources of ozone or ignition.
Country of Origin	Malaysia
User Needs Segment	Robust
Available sizes	XS (5.5 - 6), S (6.5 - 7), M (7.5 - 8), L (8.5 - 9), XL (9.5 - 10)
Anti-static	Yes

### PHYSICAL PROPERTIES

	Typical Values		Testing Method
Length (mm/inches)	245 / 9.6		ASTM D3767, EN 420
Freedom from Holes (Inspection level I)	0.65 AQL		ASTM D5151, EN 455-1
Palm Thickness (mm/mils)	0.11 / 4.3		ASTM D3767, EN 420
Finger Thickness (mm/mils)	0.18 / 7.1		ASTM D3767, EN 420
	BEFORE AGING	AFTER AGING	
Ultimate Tensile Strength (MPa)	≥ 32	≥ 30	ASTM D412 & D573
Elongation at Break (%)	≥ 500	≥ 400	ASTM D412
Force at break (N)	≥ 10	≥ 11	EN 455-2

### ORDERING INFORMATION

Size	XS (5.5 - 6)	S (6.5 - 7)	M (7.5 - 8)	L (8.5 - 9)	XL (9.5 - 10)
Product Code	SU-690-XS	SU-690-S	SU-690-M	SU-690-L	SU-690-XL

For additional information visit us at [www.ansell.com](http://www.ansell.com), or call us at

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F: +32 (0) 2 528 74 01

#### Asia Pacific Region

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#### Latin America & Caribbean Region

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#### Australia

Ansell Limited  
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#### Russia

Ansell PYC  
Ten. +7 495 258 13 16

### Performance Standards and Regulatory Compliance



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SHOWA



**7540**

Single use glove, 100% nitrile, cobalt blue, powder-free, silicone-free, 240mm long by 0.10mm thick

## [ FEATURES

- 100% nitrile without plasticizers, powder-free and silicone-free
- SHOWA quality: AQL 0.65
- Force at break: 10N
- Elongation at break (%) = 500
- Dual labelling: PPE and medical device
- 240mm length and 0.10mm thickness

## [ BENEFITS

- Avoids latex allergies risks type I
- High protection performance against penetration and projection of chemicals
- Chlorinated glove to offer more comfort and to reduce tackiness
- Second skin feel, softer texture and easy donning
- Low-modulus formulation to improve fit and reduce fatigue
- Textured finish on fingertips to enhance grip

## [ INDUSTRY



Aerospace



Automotive



Chemical



Electronics



Food



Healthcare



Laboratory



Pharmaceutical



Printing



Utilities

## [ IDEAL APPLICATIONS

- Intricate parts handling
- Light assembly of oil-coated pieces
- Painting & spray workshops
- HoReCa
- Emergency services
- Medical
- Cytostatics
- Laboratory, pharma & analyses
- Pharmaceuticals & API

**#10**



## MATERIAL

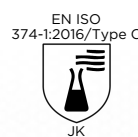
- Single use

## COATING

- Nitrile



## NORMS



**EN 455  
MD  
CLASS 1**





# SHOWA 7540



## PACKAGING

- 20 Dispenser per case
- 100 Gloves per dispenser
- 2000 Gloves per case



## SIZES

- 6/XS
- 7/S
- 8/M
- 9/L
- 10/XL
- 11/XXL



## COLOUR

- Cobalt Blue



## THICKNESS

- 0.10mm



## [ YOU MIGHT ALSO BE INTERESTED IN

### SHOWA 7545



**MATERIAL**  
Single use  
**COATING**  
Nitrile  
**CATEGORY**  
Single Use

### SHOWA 7580



**MATERIAL**  
Single use  
**COATING**  
Nitrile  
**CATEGORY**  
Single Use

### SHOWA 7585



**MATERIAL**  
Single use  
**COATING**  
Nitrile  
**CATEGORY**  
Single Use

### SHOWA 7555



**MATERIAL**  
Single use  
**COATING**  
Nitrile  
**CATEGORY**  
Single Use

## [ USER INSTRUCTIONS

Gloves provide protection from chemical and mechanical hazards shown. Do not use gloves that show signs of wear. If required, cleanse outer surface of glove with running water. Discard used gloves in compliance with local regulations. Do not wear gloves when there is a risk of entanglement by moving parts of machines.

## [ DISCLAIMER

The descriptions, characteristics, applications and photos are given for information purposes and do not constitute a contractual commitment. The manufacturer reserves the right to make any modifications it deems necessary.

## Get in touch

**SHOWA International** | WTC - Tower I - Strawinskylaan 1817 - 1077 XX Amsterdam - The Netherlands  
[showagroup.eu](http://showagroup.eu) | [info@showagroup.eu](mailto:info@showagroup.eu)

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**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/](https://www.cityoftacoma.org/government/city_departments/finance/tax_and_license/). Supplier shall obtain a business license as is required by Tacoma Municipal Code Subtitle 6C.20.
- C. During the term of the Contract, Supplier, at its expense, shall obtain and keep in force any and all necessary licenses and permits.

## **1.06 PUBLIC DISCLOSURE: PROPRIETARY OR CONFIDENTIAL INFORMATION**

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

## **1.07 SUSTAINABILITY**

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

#### **1.08 ALTERATIONS NOT ALLOWED**

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

#### **1.09 CORRECTION OF AMBIGUITIES AND OBVIOUS ERRORS**

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

#### **1.10 WARRANTIES/GUARANTEE**

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

#### **1.11 PATENTS, TRADEMARKS AND COPYRIGHTS**

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

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

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

### **1.13 SUBMITTAL IS NON-COLLUSIVE**

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

### **1.14 PARTNERSHIPS**

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

### **1.15 WITHDRAWAL OF SUBMITTALS**

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

### **1.16 ACCEPTANCE OF SUBMITTALS**

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

### **1.17 RIGHT TO REJECT**

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

### **1.18 RESERVED RIGHTS**

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

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

#### **1.19 SUBMITTAL CLARIFICATION**

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

## **1.20 EVALUATION OF SUBMITTALS**

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

## **1.21 CONTRACT OBLIGATION**

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

## **1.22 AWARD**

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

### 1.23 SUPPLIER'S REFUSAL TO ENTER INTO CONTRACT

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

### 1.24 LEGAL HOLIDAYS

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

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

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

### 1.25 CONTRACT TERM

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

### 1.26 EXTENSION OF CONTRACT

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

### 1.27 TERMINATION AND SUSPENSION

A. Termination for Convenience

1. Supplies. The City may terminate a Contract for supplies at any time upon prior written notice to Supplier. Upon the effective date of termination specified in such notice, and payment by the City, all conforming supplies, materials, or equipment previously furnished hereunder shall become its property.
2. Services. The City may terminate a Contract for services at any time, with or without cause, by giving 10 business days written notice to Supplier. In the event of termination, all finished and unfinished work prepared by Supplier pursuant to the Contract shall be provided to the City. In the event City terminates the Contract due to the City's own reasons and without cause due to Supplier's actions or omissions, the City shall pay Supplier the amount due for actual work and services necessarily performed under the Contract up to the effective date of termination, not to exceed the total compensation set forth in the Contract.

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

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

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



### **1.28 DEFAULT/BREACH**

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

### **1.29 SCOPE OF SERVICES/CONTRACT MODIFICATION**

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

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

### **1.30 FEDERAL, STATE, AND MUNICIPAL LAWS AND REGULATIONS**

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

### **1.31 PREVAILING WAGES**

- A. If federal, state, local, or any applicable law requires Supplier to pay prevailing wages in connection with a Contract, and Supplier is so notified by the City, then Supplier shall pay applicable prevailing wages.
- B. If applicable, a Schedule of Prevailing Wage Rates and/or the current prevailing wage determination made by the Secretary of Labor for the locality or localities where the Contract will be performed is attached and made of part of the Contract by this reference. If prevailing wages do apply to the Contract, Supplier and its subcontractors shall:
  - 1. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week,
  - 2. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid)and Additionally, in compliance with applicable federal law, contractors are required to pay wages not less than once a week.
  - 3. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by Contractor and its subcontractors to the City, in the manner requested by the City, prior to any payment by the City hereunder, and an Affidavit of Wages Paid and/or other or additional documentation required by federal law must be received or verified by the City prior to final Contract payment.

### **1.32 COPELAND ANTI-KICKBACK ACT**

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

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

### **1.33 FEDERAL AID PROJECTS**

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

### **1.34 FEDERAL FINANCIAL ASSISTANCE**

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

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

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

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

#### B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

C. CLEAN AIR ACT

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

D. FEDERAL WATER POLLUTION CONTROL ACT

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

E. DEBARMENT AND SUSPENSION

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

F. BYRD ANTI-LOBBYING AMENDMENT

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official  
\_\_\_\_\_  
Date

## G. PROCUREMENT OF RECOVERED MATERIALS

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

### 1.35 CONTRACT PRICING

- A. Submitted prices shall include costs of submittal preparation, servicing of the account, all contractual requirements during contract period such as transportation, permits, insurance costs, bonds, labor, wages, materials, tools, components, equipment, and appurtenances necessary to complete the work, which shall conform to the best practice known to the trade in design, quality, material, and workmanship.
- B. Surcharges of any type will not be paid.
- C. If applicable, related additional products and corresponding services of benefit to the City not specifically required in a solicitation, but which Supplier offers to provide, may be included with the submittal. Supplier may request to add new products if the City approves them and Supplier can demonstrate the pricing is from the same pricing structure/profit margin.
- D. Unless specifically stated otherwise, only firm prices 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.

### **1.36 APPROVED EQUALS WHEN ALTERNATES ARE ALLOWED**

- A. Unless an item is indicated as "no substitute," special brands, when named, are intended to describe the standard of quality, performance, or use desired. Equal items will be considered by the City, provided that Supplier specifies the brand and model, and provides all descriptive literature, independent test results, specification sheets, schematic drawings, photographs, product samples, local servicing, parts availability, etc., to enable the City to evaluate the proposed equal. Performance testing in the field may be required.
- B. The decision of the City as to what items are equal shall be final and conclusive. If the City elects to purchase a brand represented by Supplier to be an "equal," the City's acceptance of the item is conditioned on the City's inspection and testing after receipt. If, in the sole judgment of the City, the item is determined not to be an equal, the item shall be returned at Supplier's expense.
- C. When a brand name or level of quality is not stated in Supplier's submittal, it is understood Supplier's submittal shall exactly confirm with those required in the Contract. If more than one brand name is stated in a Solicitation, Supplier(s) must indicate the brand and model/part number to be supplied.

### **1.37 RISK OF LOSS, SHIPPING AND DELIVERY**

- A. Shipping. Prices must be quoted FOB destination (the place of destination as defined in RCW 62A.2-319, as that statute may hereafter be amended), with freight prepaid and allowed (shipping costs included in unit prices), and risk of loss remaining with Supplier until delivery is tendered.
- B. Delivery. Delivery will be to the designated addresses set forth in a Solicitation or as otherwise stated in the Contract. Deliveries shall be between 9:00 a.m. and 3:30 p.m., Monday through Friday only, except Legal Holidays. Failure to make timely delivery shall be cause for termination of the contract or order and return of all or part of the items at Supplier's expense except in the case of force majeure.

### **1.38 DELIVERY OF PRODUCTS AND PROVISION OF SERVICES – IDLING PROHIBITED**

- A. The City of Tacoma has a commitment to reduction of unnecessary fuel emissions and improving air quality by reducing unnecessary air pollution from idling vehicles. Limiting car and truck idling supports cleaner air, healthier work environments, the efficient use of city resources, the public's enjoyment of City properties and programs, conservation of natural resources, and good stewardship practices.
- B. Vehicles and/or diesel fuel trucks shall not idle at the time and location of the delivery to the City of Tacoma for more than three minutes. The City requires contractors to utilize practices that reduce fuel consumption and emission discharge, including turning off trucks and vehicles during delivery of products to the City. Exceptions to this requirement include when associated power is necessary to make a delivery or provide the service, when the engine is used to provide power to another device, and when a running engine is required for proper warm-up and cool-down of the engine.

### **1.39 PACKING SLIPS AND INVOICES**

- A. Each invoice shall show City of Tacoma purchase order number, release number if applicable, quantity, unit of measure, item description, unit price and extended price for each line if applicable, services and deliverables provided if applicable. Line totals shall be summed to give a grand total to which sales tax shall be added, if applicable.
  - 1. For transactions conducted in SAP Ariba, invoices shall be submitted through Ariba.
  - 2. For invoices paid by ACH or by check, unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to [accountspayable@cityoftacoma.org](mailto: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](mailto: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.

#### **1.40 COOPERATIVE PURCHASING**

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

#### **1.41 TAXES**

- A. Unless otherwise stated, applicable federal, state, City, and local taxes shall be included in the submittal and in contract as indicated below. As used herein, the term "taxes" shall include any and all taxes, assessments, fees, charges, interest, penalties, and/or fines imposed by applicable laws and regulations in connection with the procurement of goods and/or services hereunder.
  - 1. Federal Excise Tax. The City of Tacoma is exempt from federal excise tax. The City will furnish a Federal Excise Tax Exemption certificate, if required. If Supplier fails to include any applicable tax in its submittal, then Supplier shall be solely responsible for the payment of said tax.
  - 2. State and Local Sales Tax. The City of Tacoma is subject to Washington state sales tax. It is Supplier's obligation to state the correct sales tax percentage and include the applicable Washington state, city and local sales tax as a separate line item(s) in the submittal.
  - 3. City of Tacoma Business and Occupation Tax. It is Supplier's obligation to include City of Tacoma Business and Occupation tax in the unit and/or lump sum prices submitted; it shall not be shown separately on the submittal. Per Sub-Title 6A of the City of Tacoma Municipal Code, transactions with the City of Tacoma may be subject to the City's Business and Occupation Tax.
- B. Any or All Other Taxes. Any or all other taxes are the responsibility of Supplier unless otherwise required by law. Except for state sales tax, Supplier acknowledges that it is responsible for the payment of all taxes applicable to the Contract and Supplier agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law.
- C. If the City is assessed, made liable, or responsible in any manner for taxes contrary to the provisions of the Contract, Supplier agrees to hold the City harmless from such costs, including attorney's fees. In the event Supplier fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, other than those taxes the City is required to pay, then Supplier authorizes the City to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from Supplier's total compensation.

#### **1.42 COMPENSATION**

- A. The City shall compensate Supplier in accordance with the Contract. Said compensation shall be the total compensation for Supplier's performance hereunder including, but not limited to, all work, services, deliverables, materials, supplies, equipment, subcontractor's fees and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Supplier. Unless stated otherwise the total stated compensation may not be changed without a written change order or other form of contract amendment.
- B. Payment(s) made in accordance with the Contract shall fully compensate Supplier for all risk, loss, damages or expense of whatever nature, and acceptance of payment shall constitute a waiver of all claims submitted by Supplier.



#### 1.43 PAYMENT TERMS

- A. Payment shall be made through the City's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced. The City may withhold payment to Supplier for any services or deliverables not performed as required hereunder until such time as Supplier modifies such services or deliverables to the satisfaction of the City.
- B. Invoices will not be processed for payment, nor will the period of cash discount commence, until all invoiced items are received and satisfactory performance of the Contract has been attained. Upon CITY'S request, Supplier shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.

#### 1.44 PAYMENT METHOD – EPAYABLES – CREDIT CARD ACCEPTANCE – EFT/ACH ACCEPTANCE

- A. Payment methods include:
  - 1. EPayables (Payment Plus). This is payment made via a virtual, single use VISA card number provided by the City's commercial card provider. Suppliers accepting this option will receive "due immediately" payment terms. Two options for acceptance are available to suppliers. Both are accompanied by an emailed advice containing complete payment details:
    - a. Straight-through processing (buyer initiated). Immediate, exact payments directly deposited to supplier accounts by the City's provider bank; the supplier does not need to know card account details.
    - b. Supplier retrieves card account through the secure, on-line portal provided via email notifications sent by the City's commercial card provider.
  - 2. Credit card. Tacoma's VISA procurement card program is supported by standard bank credit suppliers and requires that merchants abide by the VISA merchant operating rules. It provides "due immediately" payment terms.
    - a. Suppliers must be PCI-DSS compliant (secure credit card data management) and federal FACTA (sensitive card data display) compliant.
    - b. Suppliers must be set up by their card processing equipment provider (merchant acquirer) as a minimum of a Level II merchant with the ability to pass along tax, shipping and merchant references information.
  - 3. Electronic Funds Transfer (EFT) by Automated Clearing House (ACH). Standard terms are net 30 for this payment method.
  - 4. Check or other cash equivalent. Standard terms are net 30 for this payment method.
- B. The City's preferred method of payment is by ePayables (Payment Plus) followed by credit card (aka procurement card). Suppliers may be required to have the capability of accepting the City's ePayables or credit card methods of payment. **The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used.**
- C. The City, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract.

#### 1.45 NOTICES

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

#### **1.46 INDEPENDENT CONTRACTOR STATUS**

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

#### **1.47 NONDISCRIMINATION**

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

#### **1.48 REPORTS, RIGHT TO AUDIT, PERSONNEL**

- A. Reports. Supplier shall, at such times and in such form as the City may reasonably require, furnish the City with periodic status reports pertaining to the services undertaken or goods provided pursuant to the Contract.
- B. Right to Audit. Upon City's request, Supplier shall make available to City all accounts, records and documents related to the scope of work for City's inspection, auditing, or evaluation during normal business hours as reasonably needed by City to assess performance, compliance and/or quality assurance under the Contract or in satisfaction of City's public disclosure obligations as applicable.
- C. Personnel. If before, during, or after the execution of a Contract, Supplier has represented or represents to the City that certain personnel would or will be responsible for performing services pursuant to the Contract, then Supplier is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. Substantial organizational or personnel changes within Supplier's firm are expected to be communicated to City immediately. Failure to do so could result in termination of the Contract. This provision shall only be waived by written authorization by the City, and on a case-by-case basis.

#### **1.49 INSURANCE**

- A. During the course and performance of a Contract, Supplier will provide proof and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements as is applicable to the services, products, and deliverables provided under the Contract. The City of Tacoma Insurance Requirements document, if issued, is fully incorporated into the Contract by reference.
- B. Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

#### **1.50 INDEMNIFICATION – HOLD HARMLESS**

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

#### **1.51 CONFLICT OF INTEREST**

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

#### **1.52 CITY OWNERSHIP OF WORK/RIGHTS IN DATA/PUBLICATIONS**

- A. To the extent that Supplier creates any work subject to the protections of the Copyright Act (Title 17 U.S.C.) in its performance of a Contract, Supplier agrees to the following: The work has been specially ordered and commissioned by the City. Supplier agrees that the work is a "work made for hire" for copyright purposes, with all copyrights in the work owned by City. To the extent that the work does not qualify as a work made for hire under applicable law, and to the extent that the work includes material subject to copyright, Supplier hereby assigns to City, its successors and assigns, all right, title and interest in and to the work, including but not limited to, all copyrights, patent, trade secret and other proprietary rights, and all rights, title and interest in and to any inventions and designs embodied in the work or developed during the course of Supplier's creation of the work.
- B. Supplier shall be solely responsible for obtaining releases and/or licenses for the reproduction, distribution, creation of derivative works, performance, display, or other use of copyrighted materials. Should Supplier fail to obtain said releases and/or licenses, Supplier shall indemnify, defend, and hold harmless the City for any claim resulting there from.

#### **1.53 DUTY OF CONFIDENTIALITY**

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

#### **1.54 DISPUTE RESOLUTION**

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

#### **1.55 GOVERNING LAW AND VENUE**

- A. Washington law shall govern the interpretation of the Contract. The state or federal courts located in Pierce County Washington shall be the sole venue of any mediation, arbitration, or litigation arising out of the Contract.
- B. Respondents providing submittals from outside the legal jurisdiction of the United States of America will be subject to Tacoma's City Attorney's Office (CAO) opinion as to the viability of possible litigation pursuant to a contract resulting from this Specification. If it is the opinion of the CAO that any possible litigation would be beyond reasonable cost and/or enforcement, the submittal may be excluded from evaluation.

#### **1.56 ASSIGNMENT**

Supplier shall not assign, subcontract, delegate or transfer any obligation, interest or claim to or under the Contract without the prior written consent of the City.

#### **1.57 WAIVER**

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

#### **1.58 SEVERABILITY AND SURVIVAL**

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

#### **1.59 NO CITY LIABILITY**

Neither the City, its officials, staff, agents, employees, representatives, or consultants will be liable for any claims or damages resulting from any aspect of this procurement process.

#### **1.60 SIGNATURES**

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